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Current Topics.

The Constitution of the Rule Committee.

WE ARE glad to find that Lord LOREBURN has taken up the
scheme which was advocated by Mr. A. S. MATHER in a paper
read at the Liverpool meeting of the Law Society in 1903, and
was strongly supported by Mr. RAWLE in his presidential address
in 1904. The proposal was that the place of the changing
president of the Law Society should be taken by a member of
the Law Society to be appointed by the Lord Chancellor for a
fixed period on the nomination of the Council of the society, and
that there should be added to the Rule Committee a solicitor
practising in the provinces who would be the mouthpiece of the
provincial law societies as to matters relating to district registries
and other matters connected with litigation in the provinces. A
Bill has now been introduced by the Lord Chancellor which
proposes to provide that:

"The persons in whom the power of making rules of court under the
Judicature Acts, 1873 to 1894, is vested shall include four persons, of whom
one shall be a practising barrister and two shall be practising solicitors and
members of the Council of the Law Society (one being also a member of
a provincial law society), to be appointed by the Lord Chancellor for the
purpose in the same manner as the four judges referred to in section 19 of
the Supreme Court of Judicature Act, 1881."

Reference of Action for Breach of Promise of Marriage under the Arbitration Act, 1889.

AN ACTION for breach of promise of marriage, in which the
man is the plaintiff, is not often successful, and one of such
actions, which was tried last week, ended in a verdict for the
defendant, on the ground that the engagement had been
rescinded by mutual agreement. The plaintiff in his evidence
appears to have volunteered the statement that he was willing
before action to refer the matter under the Arbitration Act, a
statement which appears to have excited "much laughter." This
laughter was probably caused by the fact that the jury in
an English court have to consider, in assessing the damages in
such an action, the injury to the plaintiff's feelings, but if the
action had been brought in France, where the plaintiff can only
recover the actual pecuniary loss which he has sustained, such
as expenses reasonably incurred in preparing for the marriage,
the plaintiff's offer to refer the matter out of court would have

been, not an absurd, but a very proper, proceeding. The plaintiff conducted his own case. This may have been an accident, but a brief for a male plaintiff in an action for breach of promise is not regarded with much favour by the bar.

The Provision of Meals for School Children.

IN THE Education (Provision of Meals) Bill, which has been sent to a Select Committee, there is general interest, but the legal aspect of the measure receives but little consideration. It is an ingenious manoeuvre which has contrived that this subject shall be dealt with as an educational question, but there is no basis in law for the contention. An examination of the Bill shows that it contains two hypotheses which are without legal support. First, it implies that upon the education authority lies the responsibility for seeing that the child receives instruction, whereas the Elementary Education Act, 1876, s. 4, distinctly says that "it shall be the duty of the parent of every child to cause such child to receive efficient elementary instruction in reading, writing, and arithmetic." It is the duty of the education authority to provide the instruction for which there is a demand. Again, the Bill implies that there is no one to provide food for children whose parents are unable, for some reason or other, to do so. Not only does the poor law embrace the circumstances, but it is a criminal offence for parents to neglect to avail themselves of its provisions: see *R. v. Mabbett*, cited in *Clarke Hall on the Law Relating to Children*, p. 44. The Bill, therefore, proposes to transfer this duty from the poor law to the educational authority, and the whole point of the measure lies in the last sentence, "that no provision of food under this Act shall be deemed to be parochial relief." We submit that this Bill should be considered by the Royal Commission on the Poor Law, as being within the scope of their inquiry. The promoters of the Bill may argue that the present law is in need of amendment, but it certainly deals with the circumstances embodied in the Bill.

Professional Misconduct.

WE REFERRED recently (*ante*, p. 122) to the question of the jurisdiction to strike a solicitor off the rolls for professional misconduct. *Prima facie* this phrase means misconduct in the course of professional business. It is plausible to argue that a man's private life is one thing and his business life another, and that offences which are committed in his private life do not affect his competency to carry on his business. But professional standing cannot be altogether dissociated in this way from private integrity. A solicitor invites the confidence of his clients, and he has to associate with his fellow solicitors. In both respects character tells as well as mere intellectual or business ability, and it has been recognized by the courts that conduct which is disgraceful in private life is a disqualification for practising as a solicitor. Upon this ground conviction for a criminal offence is a reason for striking a solicitor off the rolls, even though the offence is not committed in the course of his profession, provided the offence is sufficiently serious. The question, it has been said, "is whether it is such an offence as makes it unfit that he should remain a member of this strictly honourable profession": *Re Weare* (1893, 2 Q. B. 439, *per* Lord Esher, M.R., at p. 445). In the recent case *Re A Solicitor* (*ante*, p. 113) this principle was extended to conduct which was not criminal, and it was held that the carrying on of a bookmaker's business was not compatible with the profession of a solicitor. In another case which was heard before the Divisional Court (Lord Alverstone, C.J., and Ridley and Darling, J.J.), on the 6th instant, the circumstances were such as to leave no doubt that the jurisdiction of the court must be exercised. The solicitor had been convicted for an offence of a specially disgraceful character, and the rule laid down by Lord Esher in *Re Weare* clearly applied. "Ought a respectable solicitor," he said in a passage quoted by the Lord Chief Justice in his present judgment, "to be called upon to enter into that intimate intercourse with him which is necessary between two solicitors, even when they are acting for opposite parties? In my opinion, no other solicitors ought to be called upon to enter into such relations with a person who has so conducted himself." In his judgment, it was impossible for the court in the discharge of their duty to come to any other view than that the solicitor must be struck off the rolls.

Compensation for Benefit of Ratepayers.

AT THE Leeds adjourned Brewster Sessions on the 8th inst. application was made for the renewal of licences under somewhat extraordinary circumstances. The corporation of Leeds has acquired a number of licensed houses under an insanitary area scheme, and proposes in the immediate future to pull them down. One, at least, of these houses had been closed ever since the purchase, the stock and fittings had been sold, a man formerly employed by the corporation as a scavenger had been introduced as caretaker, living rent free, and there had been no pretence of carrying on the business of a public-house. Under these circumstances a renewal of the licence was applied for. The application was opposed on the ground that it was not *bona fide*, and that it was being made, nominally by the ex-scavenger but really by the corporation, in order that the matter might be referred to quarter sessions, and that compensation might there be granted, to be used in relief of the rates. In support of the application, it was argued that the corporation had bought the house, and on giving up the licence would be quite entitled to get back a small portion of the sum they had paid. By section 1 of the Licensing Act, 1904, it is provided that the power to refuse the renewal of an existing on-licence on any ground other than the ground that the premises have been ill-conducted, or are structurally deficient or structurally unsuitable, or grounds connected with the character or fitness of the proposed holder of the licence, or the ground that the renewal would be void, shall be vested in quarter sessions, instead of the justices of the licensing district, but shall only be exercised on a reference from those justices and on payment of compensation in accordance with the Act. We should not have been surprised if the justices had come to the conclusion that, on the facts set out above, they were entitled to refuse to renew the licence on one or more of the grounds mentioned in this section, and that without any straining of interpretation. But their worship were of opinion that there was no ground on which they should refuse the application, and they accordingly directed a reference to quarter sessions. A similar course was taken with all the other applications relating to the insanitary area houses, there being no essential difference in the facts. It was stated that the compensation required for these houses would amount to £9,000, so that the ratepayers have reason to be grateful to the ingenuity of those who were responsible for a scheme entailing such beneficial results.

Sums Due under a Gaming Contract.

WE OBSERVE that the judge of the Yarmouth County Court last week refused to hear an action brought to recover sums due under a gaming contract. The defendant had not pleaded the Gaming Act, but the judge held that he had power to refuse to allow his court to be used for the decision of a dispute arising out of such a contract. It was suggested that the case should be carried further, and in that event, the interesting point will be decided whether a judge has the power to take the initiative, and refuse to hear a case where the Gaming Act might have been called in aid, but where the defendant has shown a desire to have the question settled on such merits as it may have. Should the judge have such a power, we submit he would also be under a duty to exercise it, and that it would not be a mere discretion. Statutory defences of this nature group themselves under two heads, one where the contract is void and the remedy barred, and the other simply where the remedy is barred. The Gaming Act, 1845, comes under the first head, as it provides that the contract shall be null and void, and that "no suit shall be brought in any court of law and equity for recovering" the sum alleged to be due. By R. S. C. ord. 19, r. 15, it is provided that the defendant must raise by his pleading "all matters which shew the action not to be maintainable, or that the transaction is either void or voidable in point of law," and among the examples given of such matters, are the Statutes of Limitation and the Statute of Frauds. It would, therefore, seem that, so far as a party to the action is concerned, it would make no difference which of the above heads his remedy comes under; he is not entitled to rely on it unless he pleads it, or in the county court unless he adopts the corresponding procedure. Where the remedy only is

barred, we submit that the judge could have no power to interfere if the defendant chooses to waive his right. It is purely in his option whether he will plead the statute, and unless he does so the question is decided on its merits. This happens occasionally in the case of the Statutes of Limitation, and perhaps even in the case of the Statute of Frauds. If this be so, the point is narrowed down to the simple question whether a judge has the power of refusal by reason only of the fact that a contract is void in law. In other words, are the parties to be debarred from ratifying a contract which by law is not binding, but at the same time is not illegal? Of course, where the contract is illegal, different considerations might apply. We shall await the ultimate decision with some interest.

Defamatory Words Spoken by a Justice After Giving His Decision.

THE DECISION of the Court of Appeal in *Law v. Llewellyn*, on the 27th of February, is clearly in accordance with the authorities, but the nature of the case gives it more than ordinary interest. The action was for damages for slander, the words complained of being spoken by the defendant, the chairman of a bench of justices sitting in petty sessions. The plaintiff was described as a "financier," and it appeared that he had taken out summonses against two persons for having, as he alleged, obtained from him by false pretences a loan of £10 on a promissory note to pay £12 10s. three months after date. He had also commenced an action on the promissory note in the county court. The defendants in this action paid the amount into court after the summonses had been served upon them. Subsequently, the plaintiff appeared by counsel before justices, sitting in petty sessions, when it was stated that he desired, subject to the approval of the court, to withdraw the charge, paying the defendant's costs. The chairman of the bench of justices then spoke the words which were the subject of the action against him. The action for slander having been brought, a judge at chambers ordered the statement of claim to be struck out as disclosing no reasonable cause of action, and the plaintiff appealed to the Court of Appeal. The Exchequer Chamber in *Dawkins v. Lord Rokeby* (L. R. 8 Q. B. 255) stated, in their considered judgment, that words spoken by judges on the bench, whether in the superior courts or in county courts, or sessions of the peace, are absolutely privileged, and cannot be inquired into in an action for defamation, and all that could be suggested by the plaintiff was that the privilege did not attach, first, because the words were not relevant to the question before the court, and, secondly, because they were spoken after the case was over. As to the first point, the justices had before them the occupation of the plaintiff and the concurrent proceedings in the civil and criminal court. It would, therefore, be difficult to hold that what the defendant said was not relevant to the case. With regard to the time when the words were spoken, what the defendant said was intimately connected with the decision which he was called upon to pronounce. We are not surprised to read that the appeal was dismissed without calling on the counsel for the respondent.

"Present Right to Receive."

THE PERIODS prescribed by the Statutes of Limitation, within which actions may be brought, in general run from the time when the cause of action accrues. Section 8 of the Real Property Limitation Act, 1874, adopts a different expression, and requires that an action to recover a sum of money charged upon land, or a legacy, shall be brought "within twelve years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for or release of the same"; and similar words are found in section 13 of the Law of Property Amendment Act, 1860 (23 & 24 Vict. c. 38), which imposes a twenty years' limitation on the recovery of personal estate of an intestate. But although in these enactments the phrase "a present right to receive" is used for the purpose of fixing the commencement of the statutory period, it has been held by KEKEWICH, J., in *Re Pardoe* (54 W. R. 207; 1906, 1 Ch. 265) that the right referred to is one which is capable of being established at law, and hence the effect is the same as if the statutes had provided, as in other cases, that the period should run from the accrual of the right

of action to recover the money in question. In that case a married woman, A., was administratrix of an intestate, whose estate was divisible in moieties between herself and B. B. was dead, and her executors were A., A.'s husband, and C. A sum of £5,000, part of the intestate's estate, was in 1864 received by A. and her husband. It was paid by the husband into his private account and was never accounted for by him. At that time A., and A.'s husband, and C. were entitled, as legal personal representatives of B., to payment of one moiety of the £5,000, and *prima facie* they were entitled to receive the moiety, so that the twenty years prescribed by the statute then began to run against them. But if the phrase "present right to receive" imports that there is such a present right as can be enforced at law, then the statute did not apply, for A., and A.'s husband, and C., as executors of B., could not have brought an action at law against A. and A.'s husband. And, although the right to the moiety might have been established by C. in a suit in equity, yet he could not have insisted on receiving the amount to the exclusion of A. and A.'s husband. A somewhat similar state of affairs arose in *Binns v. Nichols* (L. R. 2 Eq. 256), though in that case the same person was executor and legatee, and the statute was excluded upon the ground that there was the same hand to pay and to receive. It may be noticed that in *Hornsey Local Board v. Monarch Building Society* (24 Q. B. D. 1) it was held that there might be a present right to receive though the time for enforcing the right had not arrived, and it does not seem altogether clear that B.'s executors had not such a present right in 1864, although owing to the special circumstances, the right could not be enforced.

Penalty or Liquidated Damages.

THE CASE of *Pye v. The British Automobile Commercial Syndicate (Limited)*, in which BIGHAM, J., delivered judgment on the 8th of February, is another link in the long chain of decisions as to the circumstances which ought to be taken into consideration in deciding whether a sum made payable by way of compensation for breach of contract is to be treated as liquidated damages or as a penalty. As is pointed out by BRAMWELL, B., in *Betts v. Burch* (4 H. & N. 506), by the common law a sum of money contracted to be paid upon a breach of a contract is recoverable in full according to the terms of the contract, whether it appears to be in the nature of liquidated damages or a penalty—i.e., a forfeiture or punishment for the breach of contract. This appears to be the law of France, for by clause 1152 of the Code Napoleon, whenever it is stipulated in a contract that the party who fails to perform it shall pay a fixed sum by way of damages, the other party shall not recover more or less than this sum. But in England the courts of equity always exercised a jurisdiction to relieve against the judgment at law upon payment to the plaintiff of the sum really due or the amount of damages actually sustained by the breach of contract; and the Act 8 & 9 Will. 3, c. 11, s. 8, placed a similar restriction upon the claim of the plaintiff in the common law courts. It remains, therefore, to determine, as a question of law upon the construction of the particular contract, whether the sum contracted to be paid is to be considered as liquidated damages or a penalty—in other words, whether it may be recovered in full or be available only as a security for the damage actually sustained. In *Pye v. The British Automobile Commercial Syndicate (Limited)* an agreement was made between the plaintiff and the defendants by which they appointed him to be their sole agent for a certain district in Yorkshire for the sale of Talbot motor-cars, and by the same agreement it was stipulated that, so long as the plaintiff should be their agent, they would not deliver any of their motor-cars to any person resident or carrying on business in the district, and that the plaintiff would purchase from the defendants the goods mentioned in the second schedule. The agreement proceeded: "The agent [plaintiff] having paid to the company the sum of £300 as a deposit in respect of the said goods, the said sum shall be repaid upon payment by the agent of the price of all the goods mentioned in the schedule, and if the agent shall refuse to accept and pay for any of the goods, the company shall be at liberty to declare the deposit to be forfeited as and by way of liquidated and ascertained damages." The plaintiff committed a breach of the agreement, and the question was whether the deposit was liable to be forfeited. The learned

judge held that it was, notwithstanding the fact that the £300 was payable upon the happening of one of many possible breaches of different significance. In so deciding, he was influenced by the inconvenience, apart from the pecuniary damage, which might result from a breach of the contract, and also by the fact that the money was deposited. We think that the decision will be found useful in practice, though it has often been said that much of the doubt experienced in such cases arises from the authorities which are supposed to guide judges in endeavouring to discover the intention of the parties.

Railway Omnibuses.

THE ATTEMPTS of different corporations and companies which have statutory powers in regard to the conveyance of passengers and the carriage of goods to extend the scope of their business are producing a good deal of litigation. We have already had the London County Council's omnibus case—*London County Council v. Attorney-General* (50 W. R. 497; 1902, A. C. 165)—and the recent decision of FARWELL, J., in *Attorney-General v. Manchester Corporation* (*ante*, p. 236). These cases related to the powers of municipal corporations. In the former the London County Council were compelled to abandon the attempt to feed their tramways by an auxiliary omnibus service; in the latter the Manchester Corporation had to submit to a check in regard to the addition to their tramway system of a general parcel-carrying agency. In the case of *Attorney-General v. Mersey Railway Co.* (*Times*, 9th inst.), before WARRINGTON, J., last week, it was a municipal corporation—the Birkenhead Corporation—which posed as the aggrieved party, and the action was brought in the interests of the municipal tramway system to prevent the defendant company from running omnibuses in connection with their railway. This is a development of railway activity which has, of course, been familiar to the public for many years, and the efforts of the London and North-Western Railway Co. and other companies have to some extent helped to solve the difficulties presented by the long distances between London termini. The present decision strongly suggests that such well-meant efforts have not been authorized by the statutes under which the railway companies carry on their business, and if it be worth while for any competing interest to intervene, the railway omnibus may be banished from the London streets. In the Birkenhead case WARRINGTON, J., held that the principles laid down in the case of the London County Council were applicable. Statutory powers to carry out a specified purpose may extend to the carrying on of an incidental business, but it was there held that an auxiliary omnibus service was not incidental to the running of trams. An attempt was made before WARRINGTON, J., to distinguish between a tramway company and a railway company. The one is usually limited to a particular town; the other carries passengers from town to town, and might reasonably also carry them from the station to any particular part of a town. But the learned judge did not accede to the argument. The business of the railway company is to carry people on the railway, and when they have passed the platform barrier at the arrival station, they must, it seems, be left to their fate. We have our doubts as to whether this is the correct view to take, but for the present it represents the law.

A Playwriter's View of the Duties of a Solicitor.

THE INCIDENTS in a play called "The Voysey Inheritance," the representation of which at the Court Theatre has just been concluded, may have been followed with interest by members of the legal profession. The story is of how a solicitor, with a large family practice, whose children are settled in life—one son at the bar and a King's Counsel, another an officer in the army, and a third an artist—takes a younger son, the hero, into partnership, and soon afterwards gives him the painful news that for some years past he has been in the habit of misappropriating trust funds which have come into his possession in the way of business. He has hitherto been able—by paying the income due to the beneficiaries when it becomes due, and by resorting to further misappropriations when it is necessary to close the affairs of a trust—to escape discovery. The son is shocked at this intelligence, and though he is fully resolved that these fraudulent proceedings shall be brought to an end, he is in some perplexity as

to the course which he ought to adopt. The father dies, and the son privately explains the state of affairs to his relations, and asks for their assistance in carrying on the business for the benefit of the creditors and for the purpose of satisfying all the claims on his father's estate. The young man's appeal is unsuccessful, and he has then to consider whether he shall make a full disclosure of his father's misconduct to all who have suffered by it, or whether, concealing the frauds, he shall continue the business and endeavour, by the strictest economy, to procure the means of paying all that is justly due. He finally decides, being much influenced by the hard case of the smaller beneficiaries, to face all risks and to go on hoping for the best. It is scarcely necessary to say that, after painful trials and anxieties, he is successful, and the audience are invited to express their hearty approval of the course which he has adopted. But it is not in mortals to command success, and if the young man, incumbered by his father's liabilities, had been finally driven to the bankruptcy court, we are afraid that his conduct would have been exposed in that tribunal to harsh and unsympathetic criticism. It might even make it difficult for him to clear himself from the charge of participation in the criminal transactions of his father, and it would certainly be said that it was his duty upon the father's death to place before the creditors the actual state of the accounts of the firm.

The Partnership Act, 1890.

WE HAD recently, says a correspondent, occasion to refer to the Partnership Act, 1890, upon the question whether persons who claimed under the provisions of a deed had the rights, and were subject to the liabilities, of partners. The definition of "partnership" in the Act is "the relation which subsists between persons carrying on a business in common with a view to profit." This definition was scarcely so illuminating as we could have wished, and we read on expecting to find some clearer exposition of what is the test and standard of partnership. But section 2, which contains the rules for determining the existence of a partnership, is mainly of a negative character. It gives a number of cases where the facts do not of themselves create a partnership, but, so far as we can discover, there is little or nothing to assist the inquirer who wishes to know when a partnership does beyond doubt exist. The student is compelled to search in the reports for cases where it has been authoritatively decided that in the circumstances a partnership must be considered to exist, and he must then, to the best of his ability, apply these cases to the facts before him. In the result, he will ask whether the Act has in any way lightened his labours, or whether it has only led him to spend some time in making a fruitless search for assistance. We may add that anyone who contrasts the huge bulk of Lord LINDLEY's excellent work with the few pages in which the Act is contained must have serious doubts as to whether the attempt to codify the law has not wholly failed.

Baron Dowse, says the *Evening Standard*, said that on the first day of the assizes at Cork an officer said to the jury: "Gintlemen av the jury, ye'll take yez accustomed places, if ye please." "And," said the witty Irish judge, "may I never laugh again if the jury didn't all walk into the dock!"

Mr. Justice Darling, says the *Evening Standard*, explained to a witness on Monday what counsel usually considered "a good verdict." Counsel was cross-examining the plaintiff in an action for alleged false imprisonment. He had previously defended the man and got him acquitted on a charge of felony, and now asked him if he considered it "a good verdict." As the witness did not understand, his lordship told him that what lawyers meant as "a good verdict" was a verdict against the weight of evidence.

According to a recent letter from the Master of the Rolls concerning the work of the Royal Commission on Historical Manuscripts, of which body he is the chairman, says the *Times*, there are now at press further instalments of the calendars of the papers preserved at Windsor Castle (Stuart MSS.), Welbeck Abbey, and Hatfield-house, as well as of those belonging to the Marquis of Ormonde and the Royal Institution (American MSS.). In the printers' hands, and almost ready for publication, are also reports of on the manuscripts of Lords Verulam, Ancaster, Leicester, and Guilford, Mr. J. B. Fortescue, of Dropmore, Major Money-Kyrle, and Mr. F. H. T. Jervoise, the Bishops of Salisbury, Exeter and Wells, the Deans and Chapters of Exeter and Wells, the city of Salisbury, the borough of Aldeburgh, and the abolished borough of Orford. A volume relating to the MSS. in the Welsh language in the British Museum will likewise be issued at an early date. Amongst reports ready for the press is a second on the Marquis of Bath's papers.

The Land Tenure Bill.

THE main object of this Bill, which has been read a second time in the House of Commons by a large majority, is not correctly described in its prefatory memorandum. "The object of this Bill," it is said in the first paragraph, "is to extend, cheapen, and simplify the law of compensation for tenants' improvements." It is subsequently added, however, that "unreasonable disturbance in a holding may be made the subject of a claim for compensation"; and accordingly clause 5 of the Bill provides that

"Where the landlord unreasonably, and without good and sufficient cause, terminates, or refuses to grant a renewal of, the tenancy, or unreasonably requires more onerous conditions as terms of such renewal, the tenant, upon quitting the holding, shall be entitled to compensation for disturbance, which shall mean, in addition to any compensation due to the tenant for improvements under any Act or agreement, a further compensation in respect to the loss which the arbitrator, in default of agreement, shall find to be sustained by the tenant by reason of quitting the holding."

This is, of course, a bold attempt at the importation into English holdings of the Irish system: see section 9 of the Landlord and Tenant (Ireland) Act, 1870, and section 6 of the Land Law (Ireland) Act, 1881. It would be foreign to the objects of this journal to discuss the question whether any sufficient ground can be alleged for this revolutionary measure; but if it should be determined on, it should at any rate be accompanied by some more definite protection of the contractual rights of the landlord than that which might (or might not) be implied by a single arbitrator (for dual arbitration and umpirage are to become things of the past) from the use of the word "unreasonably," &c. The Irish Acts contain restrictions on amount, and the Welsh Land Commissioners, whose report of 1896 was approved in 1903 by the late Mr. HANBURY as mostly fit for general adoption (see *Times* of the 25th of March, 1903), suggested restrictions on causes of disturbance, as that a tenant ought to receive compensation for disturbance only for causes other than non-payment of rent or voluntary waste—e.g., for such causes as raising rent upon the tenant's improvements.

Other clauses of the Bill are these: The first clause, by a repeal and re-enactment, with amendments, of section 1 (1) of the Agricultural Holdings Act, 1900, abolishes the exclusion from compensation of that part of the improvement which is "justly due to the inherent capabilities of the soil." This phrase was founded on the comments, judicially confirmed in *Adams v. Dunsooth* (1882, 10 L. R. Ir. 109), of the late Mr. BUTT on the Irish Act of 1870. It formed no part of the original Bill of 1883, and was inserted therein on the motion of the then Sir MICHAEL HICKS-BEACH. Its omission was recommended by the Commission of 1897, and it was accordingly omitted from the Bill of 1900, but was restored thereto in the House of Lords by a majority of fifty-five to five, Lord GREY and the Duke of NORTHUMBERLAND contending with success that its omission from an otherwise re-enacted enactment might have the effect of misleading arbitrators into giving too much to the tenant. For ourselves, we cannot but think that an arbitrator has quite enough to perplex him in the Acts without having to puzzle out the meaning, if it had any, of this shadow without substance, and that it may well disappear.

Another alteration, to the effect that the compensation is to be payable on the mere determination of a tenancy, whether the tenant quits or not, is, we venture to think, unreasonable, nor do we agree with the proposal that all arbitrations must be before a single arbitrator. The present law, under section 2 (5) of the Act of 1900, is that "an arbitration shall, unless the parties otherwise agree, be before a single arbitrator," and why freedom of contract in this matter should be interfered with, we cannot conceive.

The second and third clauses give the tenant a right of compensation at any time of the tenancy for "any loss or damage from game that he has not the lawful right to kill," and also to kill ground game "otherwise than between the expiration of one hour after sunset and the commencement of the last hour before sunrise." It may be observed that the Welsh Land Commissioners did not recommend the extension of the Ground Game Act of 1880 to winged

game, but the Agricultural Depression Commissioners of 1897 recommended that the rights of occupiers to compensation for damage to their holdings by game preserved by adjoining owners or occupiers, as well as by game preserved by their landlords or the shooting tenants, should be recognized and defined, and made enforceable by as simple and inexpensive means as possible, and stated that there had been many complaints against "shooting tenants," as distinguished from landlords and their friends. Any legislation which could throw an obligation to compensate upon the former, as distinguished from the latter, would seem to be fair.

The fourth clause proposes to give "freedom of cropping" as follows:

"Notwithstanding the provisions of any contract of tenancy or agreement respecting the mode of cultivation, cropping, or disposal of produce (other than an agreement or contract not to break up permanent pasture), or imposing any penalty, forfeiture, or liability in respect of the same, a tenant shall have full right to cultivate, crop, or dispose of the produce of his holding without incurring any such penalty, forfeiture, or liability, provided he shall have made adequate provision to protect the holding from injury or deterioration."

As far back as 1882, the Richmond Commission reported against the more restrictive of the cropping covenants which are to be found in the older leases and agreements, or in newer leases which have been, far too often, copied verbatim from the older ones. The proposed interference with freedom of contract is great, and the proviso intended to mitigate its severity is extremely vague. How is it to be enforced against the tenant? If by injunction, we shall have the courts flooded with applications by landlords against tenants to prevent the impoverishment of the holdings.

The sixth clause limits the right of distress to one year's arrears "notwithstanding that," as now by section 44 of the Act of 1883, "according to the ordinary course of dealing between the landlord and tenant the payment of the rent of the holding has been allowed to be deferred" until the expiration of a quarter or half a year: see *Ex parte Bull, Re Bew* (35 W. R. 455, 18 Q. B. D. 642). On this point we think that most of our readers will agree with the Welsh Land Commission that "the balance of advantage to the agricultural community is in favour of the landlords retaining the limited power of distress for rent which they at present possess."

The seventh clause dispenses with notice to, or consent of, the landlord, as now required by the Act of 1900, in the case of laying down permanent pasture, "repairing buildings, roads, bridges, watercourses, ponds, wells, or reservoirs or works for the application of water power or supply of water for agricultural or domestic purposes," or the planting of fruit or asparagus and similar vegetables. This would tend towards enabling the tenant to obtain excessive compensation by excessive improvements, impoverishing the landlord.

The eighth clause provides that:

"Every contract of tenancy entered into after the commencement of this Act shall contain a record of the condition of the buildings, fences, roads, drains, and cultivation of the holding, and at any time during a tenancy existing at the commencement of this Act either party may require the record to be made by an arbitrator appointed by the Board of Agriculture. The cost to be borne by the landlord."

Hence it would appear that every farming agreement made after the Act must be in writing. It will be observed that the provision for periodical revision of the record is retrospective. We cannot understand why, if it be wanted at all, the landlord should pay for it.

Such is the Land Tenure Bill, which has been described by a party organ as "a real attempt at protecting the tenant in the work of his hands." We should prefer to describe it as a Bill to amend the Agricultural Holdings Acts in the direction of converting the landlord into the owner of a rent-charge; and we hope that the powers of amendment, which Sir EDWARD STRACHY reserved on behalf of the Government, will be liberally and considerably exercised.

I have just had occasion, says a correspondent of the *Daily Mail*, to sue a man in Scotland for £6 odd. The costs, including execution, came to 16s. 10d., and this sum consists of court fees and solicitor's costs. In this country the court fees alone would have amounted to £1 9s. 6d. in the "poor man's court."

Liability of Equitable Owners of Ships.

THE considered judgment delivered on Monday by PHILLIMORE, J., in *Von Freeden v. Hull* (Times, 13th inst.) is very instructive with respect to the liability of equitable owners of shares in a ship to contribute to the expenses incurred on behalf of the ship by the managing owner. Inasmuch as the Merchant Shipping Act, 1894, provides for the registration of a managing owner of a ship, and provides also for the registration of the owners of all the shares in the ship, it would be natural, perhaps, to assume that the managing owner is held out to the world as authorized to incur liability on behalf of the other registered owners for the proper expenses of the ship. But it has been settled that this is not the case, and that though the managing owner has a *prima facie* authority to incur expense on behalf of the other registered part-owners, yet the register is not conclusive of such authority. It is a question of fact in each case, and if the authority has been withdrawn, or if under the circumstances it cannot be presumed to have been given, then the part-owner is not liable. "The law," said BOWEN, J., in *Frazer v. Cuthbertson* (6 Q. B. D., p. 97), "relating to the position and liabilities of registered owners of ships is tolerably clear. Shipowners, to begin with, are not necessarily partners. An owner's liability or non-liability for necessities supplied to a ship depends on the question whether the person who gave the order had his authority to give it. The register, no doubt, is evidence of the ownership of the vessel, and the registered owner, until the contrary is shown, may be presumed to be the employer of those who have the custody of her, and who are engaged in her navigation. But a part-owner, whether registered or not, has no power to bind the other owners without their assent. The question in each case is one of fact, whether he has had such authority committed to him, or if this is not in fact the case, whether he has been permitted to hold himself out as armed with such apparent authority." Such being the principle applicable to the liability of a registered part-owner, BOWEN, J., held that a part-owner who had been registered as such, but who had taken the shares merely as security, and did not propose to have any interest as owner in the working of the ship, was not liable for necessities supplied on the order of the managing owner. An advertisement, observed the learned judge, that a certain person is managing owner of a vessel means no more than that, as owner, he is intrusted by such of the owners as are interested in the ship's employment to manage her affairs; and an entry under section 59 of the Merchant Shipping Act, 1894 (which replaces section 36 of the Act of 1876 (39 & 40 Vict. c. 80)), does nothing further. That section "nowhere creates new agents, new functions, new capacities, nor clothes existing agents with enlarged powers. . . . A managing owner registered under the Act is no more and no less than a managing owner before the Act. He binds those whose agent he is, he binds nobody beside."

Thus, as to a registered owner, who is also the true owner, there is a presumption that the person charged with the actual management of the ship is authorized to navigate the ship on his behalf, and if he wishes to rebut this presumption he must take steps to withdraw this authority. PHILLIMORE, J., suggested in the present case that it might be necessary for him to express his dissent from the navigating of the ship by bringing an Admiralty action of restraint, but it was not necessary to decide the point. If, on the other hand, the registered owner is not the true owner—if his interest is such that he is not interested in the result of the voyage—then the presumption that the managing owner is his agent does not arise. This is the case with a registered owner who is in fact a mortgagee, and consequently he cannot bring an action of restraint: *The Innisfallen* (L. R. 1 A. & E. 72). Inasmuch then as the court will go behind the register for the purpose of inquiring into the actual interests of the registered owners, and then inferring whether they have conferred upon the managing owner authority to navigate the ship, it has to be considered, conversely, whether it will go behind the register and ascertain the persons equitably entitled as

true owners for the purpose of fixing them with liability. This was the question with which PHILLIMORE, J., had to deal in the present case, and he held that the court would do so. "If," he said, "the court can look behind the register and the bill of sale so as to discover that the legal owner is not the true owner and not liable, so it can look behind the documents, find the true owner, and make him liable. Or, in other words, if a ship is being sailed without the express dissent of any part-owner, every part-owner is deemed to have authorized the voyage and must pay his share; and if A. B., who is on the register for one or more shares, escapes liability on the ground that he is a mere nominee, agent, or trustee, or on the ground that his interest is that of a mortgagee, then the nominator, principal, *cestui que trust*, or mortgagor must take his place."

But PHILLIMORE, J., recognized that as regards trustee and *cestui que trust* a distinction must be taken according to the nature of the trust. A trustee who is concerned in the administration of the trust estate cannot avoid liability in regard to shares in ships any more than he can in regard to other property. The ship is worked, just as other property is held or used, for the benefit of the beneficiaries, but the liability is on the trustee, who assumes the position of owner. Hence the learned judge held that in ascertaining whether persons were equitable owners so as to be liable for the expenses of the ship, it was not enough to say that the ship was in fact sailed for their benefit. And he instanced the case of an executor. "An executor who comes on the register in lieu of his testator, and allows the ship to sail, receives the profit for the legatees; and the ship in that sense sails for their benefit. But these legatees could not be sued directly by the other part-owners. The executor would have to be sued, and would in turn indemnify himself out of the estate if there were sufficient. So if shares were held by trustees of a marriage settlement, or by a trustee in bankruptcy, or under a deed of assignment for the benefit of creditors." These are cases in which the executor or trustee is in effect the owner of the shares, and though the income ultimately goes for the benefit of a legatee or *cestui que trust*, yet the management of the property is in the legal owner. In the case of mortgagee and mortgagor the case is different. The mortgagee may be the legal owner, but, until he chooses to go into possession, the management of the property and the right to receive the income is in the mortgagor. And PHILLIMORE, J., placed in the same class any equitable owner who was incidentally and immediately entitled to call for a transfer of the property. To make an equitable owner liable, "there must," he said, "be such a state of things that the court can see that there is some share which the trustee has got, and which the true owner can either unconditionally or upon redemption by payment of a fixed sum call upon the trustee to assign to him out and out. Where, however, the so-called trustee merely has a duty to find a share when the agreed conditions are complied with, or where there is a mere contractual relation as to the profits, or where the trustee has active duties to perform, while behind him there are persons who have various beneficial interests in the profits, there is no equitable ownership, and the so-called trustee is the owner." This goes very near to saying that, to render the equitable owner liable, his trustee must be a "bare trustee."

The circumstances to which PHILLIMORE, J., had to apply the above principles revealed an interesting example of shipping finance. To a considerable extent shipbuilding depends upon the extent to which the shipbuilders are willing to accept deferred payment. If the sixty-four sixty-fourth shares of the ship belong to a company, then the builder frequently receives a certain part of the price in cash and takes the company's acceptances for the remainder. These are secured by a mortgage of the entire ship, and are paid off by instalments, the portion not due to be paid off being renewed each six months. The acceptances are discounted by the builder with his bank or with a discount house, and in this manner a large part of the capital invested in the shipbuilding trade is found. If the ship does not belong to a company, then it has to be dealt with in shares. The owner for whom it is built may be allowed by the builder to hold the shares which represent the cash instalment of the price free from incumbrances, while the other shares are retained by the builder,

either as registered mortgagee or as registered part-owner, to be released gradually as the purchase-price is paid off.

In the present case the latter course was adopted. A shipowner, ELDER, contracted for the steamship *Dovedale* at £38,000. She was delivered in January, 1903, when a cash payment of £5,000 was made and eight shares were registered in ELDER's name. The other fifty-six shares were registered in the name of the builders as security for £33,000. ELDER proceeded to raise money from persons interested in shipping as traders or otherwise by offering shares in the ship to be paid for by instalments. Some eight shares were agreed to be taken up in this way, and the persons who thus came into the adventure shared in the profits of the first voyage, which was prosperous. The judgment of PHILLIMORE, J., dealt in detail with their various interests. A firm of HULL, BLYTHE, & Co., who were the defendants in the action, had been registered as the owners of one sixty-fourth share. Another adventurer, DENS, had taken from ELDER a bill of sale of one share, but had not registered it. The remaining six had had no shares specifically appropriated to them, and their interests depended only upon their contracts with ELDER. ELDER became bankrupt in the course of the second voyage, and the disbursements were not paid. The plaintiffs, who had disbursed and rendered services to the ship, sued HULL, BLYTHE, & Co., who in turn brought in the other adventurers as third parties and claimed contribution. Judgment was given against HULL, BLYTHE, & Co. for £1,381, but PHILLIMORE, J., held that the only one of the third parties whose equitable interest was such as to make him liable to contribute was DENS, and there was judgment against him, therefore, for half the amount which the defendants had paid. DENS had an immediate right to become registered owner, and according to the above principles he was bound as full equitable owner to bear his share of the liabilities incurred by the managing owner. The other third parties had acquired no immediate title to any share in the ship, and were consequently not liable. The judgment exhibits in a very lucid and interesting manner the nature of equitable interests in shipping, and the possible liability which they may involve.

Reviews.

The Law of Arbitration.

A TREATISE ON THE POWER AND DUTY OF AN ARBITRATOR, AND THE LAW OF SUBMISSIONS AND AWARDS; WITH AN APPENDIX OF FORMS, AND OF THE STATUTES RELATING TO ARBITRATION. By FRANCIS RUSSELL, Barrister-at-Law. NINTH EDITION. By EDWARD POLLOCK, an Official Referee of the Supreme Court, and HAROLD WARREN POLLOCK, Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell.

No legislation has affected the law of arbitration in general since the Arbitration Act, 1889, was passed, and since the eighth edition of this book was published there have been few important decisions on the subject. The ninth edition, therefore, differs but little from its immediate predecessor, though it has evidently been carefully revised and has been brought up to date by the inclusion of all relevant new decisions. One of the most important of these is the case of *Wynne-Finch v. Chaytor* (52 W. R. 24; 1903, 2 Ch. 475), which settled a very doubtful point, and finally determined that when a Chancery action is referred to an official referee for trial, and judgment has been entered in pursuance of his findings, an appeal from that judgment does not lie to the Court of Appeal, but an application to set aside the judgment must be made to the judge to whom the action is assigned. This case overrules *Serie v. Fardell* (38 W. R. 733, 44 Ch. D. 299), and also overrules *Daglish v. Barton* (48 W. R. 50; 1900, 1 Q. B. 284), which decided that there is no appeal, except by leave, from the decision of a Divisional Court on a motion to review the findings of an official referee.

This book is a most valuable work. It is a mine of information as to everything which concerns the duties and powers of arbitrators, and the law affecting awards. Nothing which can fairly be expected in such a book seems to have been omitted, and the utmost care appears to have been expended on the editing. The name of Mr. Edward Pollock is in itself a guarantee of accuracy and reliability. The fact that a new edition of a book of this size is demanded within five years of the publication of the last shews in what general estimation the book is held.

Election Law.

ROGERS ON ELECTIONS. VOL. II.: PARLIAMENTARY ELECTIONS AND PETITIONS, WITH APPENDICES OF STATUTES, RULES, AND FORMS. EIGHTEENTH EDITION. By C. WILLOUGHBY WILLIAMS, Barrister-at-Law. Stevens & Sons (Limited).

Although there has been no recent legislation and but few recent additions to the case law on the subject of parliamentary elections, the occurrence of a General Election, with its usual *sequelæ* of petitions, justifies the publication of a new edition of this well-known work. The present edition fully sustains the reputation of its predecessors. The cases have been brought up to date and include such decisions on municipal election petitions as bear on parliamentary elections; the appendix of statutes, rules, and forms is complete; the forms include a useful precedent of a bill of costs, the notes to which give instances (likely to be of practical value) of fees and allowances actually sanctioned in the cases therein referred to. The law on the subject of this work, or rather its application to particular circumstances, is full of difficulties; a striking instance is the vexed question of when a candidature commences for the purpose of calculating the period for which a return of "election expenses" must be made, and during which certain acts on the part of the candidate and his agents, lawful at other times, are prohibited. The editor deals with such questions in a spirit of wise caution, pointing out the difficulties, and the light, or twilight, shed upon them by judicial decisions, and refraining from the expression of a confident opinion on doubtful points. He does, however, very properly, call attention to the unsatisfactory state of the law on certain branches of the subject; for instance, as to the comparative immunity enjoyed by political associations in the expenditure of money in support of a candidature where they are not so connected with the candidate as to be his agents.

Books of the Week.

The Law of Torts. By J. F. CLERK and W. H. B. LINDSELL, Barristers-at-Law. Fourth Edition. By WYATT PAINE, Barrister-at-Law. Sweet & Maxwell (Limited).

A Treatise on the Law relating to Ownership and Incumbrance of Registered Land and Interests Therein, together with the Land Transfer Acts, 1875 and 1892, and Land Transfer Rules, 1903, arranged in a Consolidated Form. By JAMES EDWARD HOGG, Barrister-at-Law. William Clowes & Sons (Limited).

A History of English Legal Institutions. By A. T. CARTER, M.A., Barrister-at-Law. Third Edition. Butterworth & Co.

The Customs Laws: Including the Customs Consolidation Act, 1876, with the Enactments Amending and Extending that Act, and the present Customs Tariff for Great Britain and Ireland; also the Customs Laws and Tariff for the Isle of Man, with other Enactments Affecting the Customs, and Notes of the Decided Cases. By NATHANIEL J. HIGHMORE, Barrister-at-Law, Solicitor for His Majesty's Customs. Stevens & Sons (Limited).

The Aliens Act (Stat. 5 Edw. 7, c. 13) and the Right of Asylum; together with International Law, Comparative Jurisprudence, and the History of Legislation on this Subject, and an Exposition of the Act. By N. W. SIBLEY, B.A., LL.M., and ALFRED ELIAS, LL.B., Barristers-at-Law. William Clowes & Sons (Limited).

The London Building Acts, 1894 to 1905, with Introduction and Notes, and the Bye-laws, Regulations, and Standing Orders of the Council, &c., &c. By E. ARXIE COHEN, M.A., Barrister-at-Law. Stevens & Sons (Limited).

It is announced that Mr. Justice Bigham and Mr. Justice Bray have fixed the following commission days for the spring sittings on the Northern Circuit: Manchester, Tuesday, April 17; Liverpool, Saturday, May 5.

At a dinner given by the London Chamber of Commerce at the Trocadero Restaurant with reference to the London "Court of Arbitration," in proposing the toast of "The Lord Mayor and the Sheriffs," Sir Albert Rolitt said that in the administration of justice the City of London set a great example to the world. Were he ever put on his trial he would certainly choose—were he to be allowed to choose—to be tried by an alderman of the City of London, because the knowledge of the world that aldermen possessed would give him an exceptional chance of acquittal. The Lord Mayor, in responding, said that he believed—with all due deference to the learned judge who was present—that arbitration was better than law; at any rate, it was less expensive. Mr. Justice Buckley said that as an exponent of the law he was bound to uphold the law, but he agreed with Sir Albert Rolitt on the all-important question of the evening. It would surprise anyone not connected with the law courts to know how frequently cases came before a judge which involved no point of law at all. They involved questions of fact, which could be dealt with more easily by men of the world than by men versed in the law.

Correspondence.

The Licensing Act, 1904.

[To the Editor of the Solicitors' Journal.]

Sir,—In accordance with the provisions of Schedule I. to this Act, the charge provided for by section 3 (1) is to be on "the annual value of the premises to be taken as for the purpose of the publican's licence duty." In a case which has just come under my notice, the charge has been imposed by quarter sessions on the poor rate assessment, which is, of course, an assessment made on the footing of the premises being licensed premises. It seems to me, however, that this is wrong, and *ultra vires*, for the Act of 1872 provides that, for the purposes of the publican's licence duty, the annual value is to be ascertained by reference to the letting value of the premises as *unlicensed* premises, or, in the words of the Act itself, as if "no licence were granted in respect thereof."

I have not been able to trace any later Act altering this definition of annual value for the purpose of the publican's licence duty, and if any such Act exists, I should be obliged if any reader of your journal would kindly refer me to it.

Schedule I. refers to the "annual value" for a particular purpose, and this must, I take it, mean annual value for that purpose as defined by statute, and not the annual value on which the revenue authorities have, rightly or wrongly, actually charged the publican's licence duty. In the case before me the respective annual values of the premises, as licensed or non-licensed premises, are £350 and about £100.

If my contention is right, the matter is of considerable importance to landlords from whose rents deductions may, under the Act, be claimed by their tenants, especially as, as I am informed in the case, the course adopted by quarter sessions in this particular case is the one being adopted by quarter sessions generally. W. KEMP-WELCH.

68, Aldersgate-street, London, E.C., March 9.

Cases of the Week.

Court of Appeal.

Re DUNSANY'S SETTLEMENT. NOTT v. DUNSANY. No. 1.
7th March.

MARRIAGE SETTLEMENT—AFTER-ACQUIRED PROPERTY.

This was an appeal from a judgment of Kekewich, J. It appeared that a marriage settlement contained a covenant that if, during coverture, the wife, or her husband in her right, should become seised or possessed of or entitled to any realty or personality at the same time and from the same sources, either in possession, remainder or expectancy, they would vest the same in the trustees. During coverture the wife became entitled in remainder to an estate tail, and it was held by Kekewich, J., that the wife could not be compelled to convey to the trustees. The trustees appealed.

COLLINS, M.R., said, in dismissing the appeal, that it was admitted that the wife could not convey the estate tail; she was not bound to convey the fee simple nor the life estate to the trustees because an estate tail was a whole and not made up of a life estate and remainders over. The covenant in the settlement did not apply owing to the nature of an estate tail.

ROMER and COZENS-HARDY, L.J.J., concurred.—COUNSEL, *Upjohn*, K.C., and *Beaumont*; *Lawrence*, K.C., and *Popham*. SOLICITORS, *Woodcock*, *Ryland*, & *Parker*, for *Preston & Francis*, Bournemouth.

[Reported by HENRY STEPHEN, Esq., Barrister-at-Law.]

Re EDWARDS, JONES v. JONES. No. 2. 1st March.

WILL—CONSTRUCTION—GIFT TO CLASS WHO SHALL ATTAIN TWENTY-ONE—GIFT OVER IN THE EVENT OF DEATH WITHOUT LEAVING ANY CHILDREN SURVIVING—CHILD SURVIVING TESTATOR BUT DYING UNDER TWENTY-ONE—VESTED OR CONTINGENT GIFT—INTEREST.

This was an appeal from a decision of Buckley, J. Elizabeth Edwards made her will, dated the 20th of December, 1902, in numbered paragraphs. Paragraph 3: "I give all my property, both real and personal, to my trustees, in trust for my children or child who being sons shall attain the age of twenty-one years, or being daughters shall attain that age or marry, and if more than one in equal shares." "4. In the event of my death without leaving any children surviving me, I give all my property equally between my brothers and sisters—namely, Peter Evan Jones, William Thomas Jones, Margaret Sarah Jones, and Agnes Ada Luff, in equal shares as tenants in common." The testatrix died, leaving one child only, who died in infancy. She left both real and personal property. Buckley, J., held that, having regard to the gift over in clause 4, the infant child who survived the testatrix took a vested interest. On appeal two questions were argued—(1) whether the decision of Buckley, J., was right on this point; (2) if not, whether the gift over to the brothers and sisters took effect in the events that had happened, or whether there was an intestacy.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.J.J.) allowed the appeal as to 1, and as to 2 held that there was an intestacy.

ROMER, L.J.—As to the first point involved, speaking for myself, I feel no possible doubt. The words of the gift in clause 3 are perfectly clear, and there is no possible ambiguity about them. The essence of the gift

is that only those children shall take who being sons attain twenty-one, or being daughters attain twenty-one or marry. No other gift is contemplated. How can clause 4 be said to throw any light upon the previous gift or to make that ambiguous which was perfectly clear? If the gift in the first instance was not perfectly clear—as, for instance, it had been a gift to a class "as and when" they should attain twenty-one—there would have been more ground for such a contention. But, however that may be, such a contention cannot be supported in the present case. I think, therefore, the decision of the learned judge on this point was erroneous and ought to be reversed. The second point is not quite so clear. It is a sound rule that where clear words are used those words ought to be adhered to unless there is something in the context which shews that a contrary meaning ought to be given to them. I find here clear words, and there is no sufficient context to shew that the testatrix meant "without leaving any children surviving me who may attain a vested interest." It is said that this interpretation will lead to an intestacy and that the court leans against an intestacy. But the words here are clear, and a testator may well intend to die intestate. When he makes a will he only intends to die testate so far as he expresses his intention in his will. The only authority that the words are not to have their literal meaning is a decision of Malins, V.C., in *Kidman v. Kidman* (40 L. J. Ch. 359). That decision was based upon a decision of Kindersley, V.C., in *Re Wrangham's Trusts* (9 W. R. 156, 1 Dr. & Sm. 358). But if that judgment be looked at, it is really an authority for taking the words in their literal sense, and it is plain that Malins, V.C., misunderstood the language of the judgment in that case. *Re Wrangham's Trusts* was followed in *Walker v. Mower* (16 Beav. 365). So far as the authorities go, therefore, the balance of authority is in favour of giving the words their literal meaning. The result, therefore, is that in the events which have happened the gift over fails and there is an intestacy.

COZENS-HARDY, L.J., delivered judgment to the same effect.

COLLINS, M.R., concurred.—COUNSEL, *Buckmaster*, K.C., and *Cruickshank*; *Asbury*, K.C., and *P. F. Wheeler*; *J. W. Greig*. SOLICITORS, *Schultz & Son*, for *Guthlyn James, Charles, & Davies*, Merthyr Tydfil; *F. Kitch*, for *Lloyd & Pratt*, Newport, Mon.

[Reported by J. I. STIRLING Esq., Barrister-at-Law.]

VILLAR. v. GILBEY. No. 2. 28th Feb.

WILL—CONSTRUCTION—DEVISE TO "SONS BORN IN TESTATOR'S LIFETIME"—DIVESTING CLAUSE—CHILD EN VENTRE SA MÈRE.

This was an appeal from a decision of Swinfen Eady, J. (reported 53 W. R. 658; 1905, 2 Ch 301). George William Rush, by his will dated the 22nd of June, 1854, gave and devised certain hereditaments to his brother Alfred Rush for his life, remainder to his brother's eldest son, Alfred George Anderson Rush, for life, with divers remainders in tail, remainder to his brother's second son, George Alfred Gordon Rush for life, with remainders in tail. And in default of such issue he gave and devised the same hereditaments unto the third, fourth, and every other son and sons of the body of his said brother Alfred Rush, severally, successively, and in remainder one after another according to priority of birth, and to the heirs of the bodies of such son and sons lawfully issuing. And the testator declared that any third or other son or sons of his said brother born in the testator's lifetime should not take a larger interest in the said estates than for life only, with remainder to his issue in tail. The testator died on the 18th of September, 1854. Alfred Rush, the testator's brother, had six children, of whom the two eldest were the sons named in the will: a third son, William Beaumore Rush, was born on the 9th of October, 1854, some three weeks after the testator's death; a fourth son was born some two years afterwards. The two sons of Alfred Rush named in the will were both dead, William Beaumore Rush was still living, and the question was whether he was to be deemed to have been, under the circumstances, "born in the testator's lifetime" within the meaning of the will. By a deed of February, 1905, duly enrolled as a disentailing assurance, the official receiver in William Beaumore Rush's bankruptcy had conveyed the estates devised to William Beaumore Rush to the plaintiff in fee simple. The defendant had purchased the life interest of W. B. Rush and was also the purchaser from Alfred Rush's fourth son of the estates devised to him by the will. In all dealings prior to the disentailing deed of February, 1905, it had been assumed that the estate taken by W. B. Rush was an estate for life only. The plaintiff brought this action for a declaration that the estate taken by W. B. Rush was an estate tail and not an estate for life. Swinfen Eady, J., in a considered judgment, came to the conclusion that the words "born in my lifetime" must be taken in their natural sense, and that W. B. Rush's estate tail was not cut down to an estate for life, and he accordingly made a declaration to that effect as asked by the statement of claim. From this decision the defendant appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.J.J.) allowed the appeal.

ROMER, L.J.—A long series of cases has established that, for purposes of succession to property on an intestacy and for many purposes in connection with wills and their construction, a child *en ventre sa mère* at a particular time, who is subsequently born alive, is to be considered as "living" or "born" at that time. Thus, if the owner of an estate in fee simple dies intestate and there is a child *en ventre sa mère* at the date of the death who, if then born, would be heir, and that child is subsequently born alive, that child succeeds as heir, although in that particular case, owing to the exigencies of the common law requiring a tenant to the *practice*, the child would not be entitled to the rents of the estate between the death of the intestate and the birth: *Richards v. Richards* (Johns. 754). In the case of intestacy as to personal estate, a child *en ventre sa mère*, subsequently born alive, shares as if living at the date of

the death of the intestate: *Wallace v. Hodson* (2 Atk. 113). In case of a will, in the absence of any context negating that view, under a gift to the children of A. "living" at a particular time (*Doe v. Clarke*, 2 H. Bl. 399), or "born" at such time (*Trower v. Butts*, 1 S. & St. 181), a child of A. *en ventre sa mère* at that time and subsequently born alive shares; and views to the contrary expressed by some judges are unsound. The reason was pitifully put by Lench, V.C., in *Trower v. Butts* thus: "Because the potential existence of such a child places it plainly within the reason and motive of the gift," a reason which may well be applied to the provision in the will in the present case on which the question turns. Nor is the rule limited to cases where the gift is for the benefit of the child itself: *Parce v. Carrington* (21 W. R. 729, 8 Ch. 969), *Re Burrows* (43 W. R. 683; 1895, 2 Ch. 497). In *Doe v. Lancashire* (5 Dunn & East 49) it was decided under the old law that marriage and the birth of a posthumous child revoked a will made before marriage. Again, it has long been held, with regard to questions of perpetuity under a will, that a child *en ventre sa mère* at the time of the testator's death, who is subsequently born alive, must be treated as having been born alive at the testator's death: *Re Wilmer's Trusts* (51 W. R. 395; 1903, 2 Ch. 411). And in the *Theilussion Act* the Legislature was careful, with regard to accumulation by will from the death of the testator during minority, to provide that it might be during minority of any person "living *en ventre sa mère*" at the death of the testator. The question now arises what conclusion ought to be drawn from the very varied circumstances pointed out in which a child *en ventre sa mère* at a given time and subsequently born alive has been treated as born at that time. Are these varied circumstances only to be treated as having given rise to decisions only establishing several isolated and different rules governed by no common principle; or is there not some general underlying principle to account for the varied decisions? It appears to me impossible to suppose that there is no such general underlying principle. It cannot be said that the principle is limited to cases in which the benefit of the child is concerned. The modern authorities are opposed to that limitation, and indeed so are some of the older authorities referred to above. What then is the general underlying principle? The full extent of it may be matter of doubt. But I am driven to the conclusion, from a consideration of the many varied circumstances I have referred to above, that the principle at any rate goes to this extent, that *prima facie*, in the absence of sufficiently weighty considerations to the contrary, for the purposes of devolution of property in connection with intestacies or wills, no distinction ought to be drawn between a child born at a particular time and a child at that time *en ventre sa mère* and subsequently born alive. In particular I think with regard to wills that they ought to be construed and given effect to without making any such distinction unless the context requires a distinction to be made. The only case which appears to militate against this view is *Blason v. Blason* (13 W. R. 113, 2 De G. J. & S. 655). That decision, amongst modern cases, stands alone and opposed to the general current of authority, and unless it can be supported on the language of that particular will, I think it is not binding upon us and ought not to be followed. For not only is it opposed on principle to the general current of authority, but Lord Westbury bases his decision on the ground that "the fiction or indulgence of the law which treats the unborn child as actually born applies only for the purpose of enabling the unborn child to take a benefit which, if born, it would be entitled to." That ground, as the authorities shew, is unsound. The "indulgence of the law" is not so limited. I may add that Lord Westbury's decision was generally regarded as having unsettled previously settled law. That being so, it appears to me that the principle I have indicated affecting the construction and effect of wills ought to be applied in the present case, unless there is something in the will, taken as a whole, to negative its application. Not only do I not find in the will now in question anything to negative the application of the principle, but it appears to me that not to apply the principle would be to refuse to carry out the object of the testator to be gathered from his will, which appears to me to have been to settle his lands as strictly as the law would permit him. I cannot attach weight to the argument of the respondent's counsel founded on the difficulty that might arise in some cases of proving the time of conception of a child. That difficulty existed in most of the numerous cases to which I have called attention. For these reasons I think the appeal should be allowed.

CORRENS-HARDY, L.J., delivered judgment to the same effect.
COLLINS, M.R., concurred.—COUNSEL, *Warrington*, K.C., *Mech'm*, K.C., and *Wace*; *Eve*, K.C., and *Parker*. SOLICITORS, *Reed & Reed*, for *Reed & Co.*, *Taunton*; *Baileys, Shaw, & Gillett*.
[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re MISS DRAX'S WILL. BARONESS DUNSANY v. SAWBRIDGE.
Swinfen Eady, J. 2nd March.

WILL—NAME AND ARMS CLAUSE—FORFEITURE CLAUSE—OCCASIONS FOR USING ADOPTED NAME.

Originating summons. The plaintiff was the Dowager Baroness Dunsany, who in the year 1905 became tenant in tail in possession of certain hereditaments appointed by the will in question. In that capacity she was, by a clause in the will, required within one year next after becoming so entitled to take and use in all deeds and writings to which she should be a party or which she should sign, and upon all other occasions, the surnames of Erle and Drax either alone or in addition to and after her original surname, and also to take, use, and bear the arms of Erle and Drax. The will also contained a forfeiture clause which was to operate in the event of a failure to take or use such surnames or arms as aforesaid and in manner aforesaid. In accordance with the terms of the will, Lady Dunsany obtained the necessary licence to assume the additional names

and adopt the arms. In private and informal correspondence and for social purposes she continued to sign and use her previous name and title as before. The first question arising on the summons was whether the forfeiture clause was applicable and would operate on failure to comply with the clause after the expiration of a year, and the second question was whether the use of her previous name without the adopted names in private correspondence and on visiting cards would work a forfeiture.

SWINFEN EADY, J., said that in his opinion the language of the clause must be taken to bear the ordinary meaning of "continuing" to use. He could not agree that it would be a sufficient performance of the direction to take the names just before the expiration of the year, and after the year never use them again. The first question must be answered in the affirmative. With regard to the second question, it would be observed that the clause required the plaintiff to use the names "in all deeds and writings to which she shall be a party or which she shall sign." In his lordship's opinion, "writings" did not mean every letter, or extend to visiting cards; it meant writings of a formal character, not being deeds, which she should sign. In compliance with the will her proper description in the case of legal instruments would be her full Christian name and surname with the addition of her title. The clause continued "and upon all other occasions." That must be taken to mean occasions upon which it was right and proper for her to use a surname, and could not apply to occasions on which it was unusual to employ a surname. Family correspondence and ordinary business letters, for example, would not constitute occasions where it would be necessary to use the adopted names. The answer to the second question must, therefore, be in the negative.—COUNSEL, *J. F. Popham*; *C. E. Bevil*. SOLICITORS, *Woodcock, Rylands, & Parker*, for *Prenton & Francis*, *Bournemouth*; *Routh, Slacey, & Castle*.

[Reported by F. HARDING DALTON, Esq., Barrister-at-Law.]

DAWSON v. ISLE. Warrington, J. 6th and 7th March.

BILL OF EXCHANGE—INDORSEMENT TO BANK FOR PURPOSES OF DISCOUNT—PROPERTY IN BILL—BOOK DEBT—DEBTS OMITTED FROM BOOKS.

This was a special case stated by the referee in an action brought by the plaintiff for specific performance of a contract for the sale by him of certain shares in a tannery company, and the questions involved were (*inter alia*): (1) Whether a certain bill of exchange received by the tannery company and indorsed by them to their bankers for the purpose of discounting should be regarded as a book debt of the company at the time when the contract was entered into? (2) Whether certain debts due to the company but not actually appearing in their books were to be treated as book debts of the company at the time when the contract was entered into? By an agreement dated the 27th of February, 1905, the plaintiff agreed to sell to the defendant certain preference and ordinary shares in the Meersbrook Tannery (Limited), at a price to be fixed as therein mentioned. The price as fixed by the agreement was to include (*inter alia*), "the amount of the book debts due to the company (less the discounts), such debts to be taken as good at the amounts standing in the company's books," with the exception of certain bad debts due to the company, and deducting from the amount so found certain specified sums, and also "the amounts due from the company in respect of trade liabilities (less discounts) and loans. . . ." It appeared that a certain bill of exchange for £600 was received by the company in the ordinary course of trade, and, having been indorsed by the company, was handed by them to their bankers on the 22nd of February, 1905. It was the custom of the company in the ordinary course of its business to hand to its bankers bills of exchange received from customers, and for its bankers to discount them. On the 28th of February, 1905, the bankers credited the company's account in their bank pass-book with the amount of the bill, and on the same date debited their account with the discounting charges. The defendant claimed before the referee that on the 27th of February the bill of exchange for £600 was either cash in hand or at the company's bank, and that, therefore, according to an order made by consent in the action, it should not be included in the amount of the book debts of the company as ascertained under the agreement of the 27th of February, 1905. At the hearing of the special case it was contended on behalf of the plaintiff that the bill in question was a book debt of the company until it had been discounted on the 28th of February, and that until that date the £600 for which the bill was drawn was not either "cash in hand or at the bank." *Re Stevens* (1888, W. N. 110) was cited in support of this contention. For the defendant it was argued, on the authority of *Ex parte Schofield*, *Re Firth* (27 W. R. 925, 12 Ch. D. 337), that the bill became "cash in hand or at the bank" at the time when it was indorsed and handed to the bank by the company—viz., on the 23rd of February, 1905, and that therefore, according to the order made in the action, it was not a book debt of the company; *Giles v. Perkins* (9 East 12) was also cited in support of this contention.

WARRINGTON, J., after stating the facts as above, proceeded: It is true that a bill paid by a customer under such circumstances is credited to the customer in the ledger account of the firm with whom he is dealing, and so far an end is put to the book debt. But the debt on the bill itself still remains because it remains a "bill receivable," and *Re Stevens* is an authority for the proposition that a "bill receivable" constitutes a book debt. *Giles v. Perkins* is a stronger authority for the proposition that the property in the bill passed to the bank by indorsement than this case, because there the bank's customer was credited immediately with the cash; here the company were not so credited, at any rate until after the date of the agreement. In *Ex parte Schofield* the bills were indorsed to the bank, not for discount or collection, but as security for money received, and that is sufficient to distinguish it from the present case. I think that until the bill was properly discounted it remained a debt owing to the company and was the property of the company. That being so, it was a book debt upon

the authority of *Re Stevens*, and should have been taken into account in ascertaining the amount due under the agreement of the 27th of February, 1905. With regard to the debts owing to the company and not actually appearing in their books, the fact of omission does not necessarily cause the debt to cease to be a book debt, and the circumstances relating to the debts might considerably affect the question whether they were book debts or not. This point must therefore go back to the referee to ascertain what particular debts were owing.—COUNSEL, *Cave, K.C.*, and *Hollis Walker*; *H. Terrell, K.C.*, and *Greig*. SOLICITORS, *Andrew, Wood, Purves, & Sutton*, for *Andrew & Thompson*, Lincoln; *Miller & Smiths*, for *Clitherow & Son*, Horncastle.

[Reported by E. WAVELL RIDGES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

BUCKLING v. PARKER. Div. Court. 8th March.

SALE OF FOOD AND DRUGS—ADULTERATED MILK—ANALYSIS BY COMMISSIONERS OF INLAND REVENUE A CONDITION PRECEDENT—ANALYSIS IMPOSSIBLE THROUGH NO FAULT OF APPLICANT—SALE OF FOODS AND DRUGS ACTS, 1875 (38 & 39 VICT. c. 63), ss. 9, 14, 21, 22; 1899 (62 & 63 VICT. c. 51), s. 21.

Case stated by one of the magistrates of the police-courts of the metropolis. On the 14th of April, 1905, a complaint was preferred by Thomas Parker (hereinafter called the respondent) against Alfred Suckling (hereinafter called the appellant), under section 9 of the Sale of Foods and Drugs Act, 1875, charging the appellant with having on the 9th of April sold an article of food—to wit, milk, which was injuriously affected in its quality, substance, or nature by being altered, by there being 12 per cent. less than the proper proportion of butter fat, without making the proper disclosure to the respondent. On the said morning a pint of the milk was purchased by the respondent of an employee of the appellant, who then informed the employee that he was an inspector under the Food and Drugs Act, and that the said pint of milk had been purchased for analysis, and that it was his intention to have the same analyzed by the public analyst. The respondent thereupon, in accordance with the provisions of the Act, divided the said milk into three parts, each of which parts he poured out into a separate bottle. He then placed in each of the said bottles a cork. Upon each cork the respondent placed a seal, and upon each of the said bottles he placed a mark. The respondent delivered one of the said bottles to the employee, and retained the other two bottles, one of which he subsequently sent for analysis, the other of which he retained. At the hearing of the complaint the certificate of the public analyst was produced to the magistrate, and such certificate shewed that the sample submitted to the said analyst was deficient in butter fat to the extent of 12 per cent. The appellant's solicitor called for the production of the third sample, which was not then in court, but was subsequently produced. Upon the sample being produced, it appeared that the cork had been partly forced out of the bottle. The solicitor contended that the said sample had not been sealed or fastened up in accordance with section 14 of the 1875 Act, and that no conviction could therefore follow. The objection was overruled, and at the request of the appellant the said bottle was duly sent to the Commissioners of Inland Revenue for analysis, and the case was adjourned for their report. At the adjourned hearing of the said complaint a letter from the said commissioners was produced, in which it was stated that an examination of the bottle shewed that the cork was loose and portions of dried fat and milk was adhering to the outside of the bottle and the paper wrapper, and that under the circumstances a satisfactory examination of the milk was not possible, and that the analysis could not therefore be carried out by the department. The appellant's solicitor contended that when (as in this case) a request had been made for the analysis of the third sample, such an analysis was a condition precedent that must be fulfilled before the court could convict. The court found on the facts that the said milk was milk from which a portion of the cream had been removed, and convicted the appellant, but stated this case. Section 21 of the 1899 Act provides: "The justices or court referred to in section 22 of the Sale of Foods and Drugs Act, 1875, shall, on the request of either party under that section, cause an article of food or drug to be sent to the Commissioners of Inland Revenue for analysis. . . . Counsel for the appellant contended that section 21 was imperative, and if the analysis was not produced the prosecution failed. The case was covered practically by *Lovery v. Hallard* (22 T. L. R. 186), where it was held that the three samples must each be in sufficient quantity to permit of an analysis. That actual case had arisen in Scotland, where in *Hutchinson v. Stevenson* (4 Fr. 69), it was held that, the bottle containing the third sample having been broken, there could be no conviction.

THE COURT (RIDLEY AND DARLING, JJ.) held the conviction good if the corking was not negligent.

RIDLEY, J., in the course of his judgment, said that section 21 did not necessarily refer to the third sample; it said "an article of food." The Scotch case could be distinguished on the ground that there the third sample could not be produced as required by section 21 of the Act of 1875; but in the present case it was produced, but not in a condition in which it could be analyzed. If without fault an analysis could not be taken by the Government analyst, a conviction was good on the merits. The case must go back to the magistrates for a finding of fact whether the bottle was corked properly or not. If it were not corked properly, one of the conditions of section 14 of the 1875 Act was not fulfilled as in *Lovery v. Hallard*.—COUNSEL, *Clarks Hall*; *Bethune*. SOLICITORS, *W. T. Ricketts*; *Hortin*.

[Reported by MAURICE N. DRUQUEN, Esq., Barrister-at-Law.]

MADDEN v. RHODES. Div. Court. 8th March.

TRADE UNION LAW—WILFULLY WITHHOLD—CRIMINAL MIND—BRANCH UNION—TRADE UNION ACT, 1871 (34 & 35 VICT. c. 31), s. 12.

Case stated by one of the Metropolitan police magistrates. A summons was issued under section 12 of the Trade Union Act, 1871, by the appellant on behalf of the Amalgamated Society of Tailors and Tailoresses, a society registered as a trade union under the said Act, against the respondents as trustees of the West-end branch of the said trade union, complaining that they being officers of the said trade union having in their possession certain moneys, securities, books, papers, and other effects of the said trade union wilfully withheld the same. A copy of the existing rules of the society accompanied the case. A general committee of management of the society, termed an executive council, is elected by a conference of delegates of branches which meets periodically. Each branch of the society is "to appoint its own officers and conduct its own business in accordance with rules." A dispute having arisen between the said executive council and the said West-end branch in respect of the duties and appointment of an officer (not mentioned in the rules) referred to as the out-collector of the West-end branch, the conference of the 10th of August, 1904, resolved "That it be an instruction from the conference that the out-collector of the West-end branch must make members and take contributions for all branches of the West London district and such other branches as the executive council may direct, but no collector can be appointed without the consent of the executive council." On the 28th of April, 1905, the executive council, reciting the continued refusal of the West-end branch to perform the duty imposed upon it by the above resolution, demanded "the resignation of the branch officers and committee and the appointment of loyal members of our amalgamation," and further authorized the appointment of another general trustee to proceed to the West-end branch and "to compel the trustees of that branch to deliver up all moneys, books, documents, and all property of whatever description held by them in trust for the Amalgamated Society of Tailors and Tailoresses." The West-end branch replied with the following unanimous resolution, "This meeting of members of the West-end branch of Amalgamated Society of Tailors and Tailoresses having considered the present situation in all its bearings, are satisfied that the branch officials have done nothing to justify the action of the executive council, and hereby demand the withdrawal of all adverse resolutions against the branch, and the acknowledgment of Mr. Willis's position as collector; failing which, we authorize the officers and committee to withdraw the branch from the Amalgamated Society of Tailors and Tailoresses, and pledge ourselves to support such action in any and every possible way." It was admitted that there was no fraud or criminality. The magistrate therefore dismissed the summons, and stated this case. Section 12 of the Trade Union Act, 1871, provides: "If any officer, member, or other person being, or representing, himself to be a member of a trade union registered under this Act . . . by false representation or imposition obtain possession of any moneys, securities, books, papers, or other effects of such trade union, or having the same in his possession, wilfully withhold or fraudulently misapply the same, or wilfully apply the same to purposes other than those expressed or directed in the rules of such trade union, or any part thereof, the court of summary jurisdiction for the place in which the registered office of the trade union is situate, upon a complaint made by any person on behalf of such trade union, may, by summary order, order such officer. . . . Counsel for the appellant argued that unless there was a remedy under section 12 there would be no remedy at all, as section 4 took away the civil remedy between members, and section 9 only applied to actions brought by or against strangers. The magistrate decided the case on the authority of *Barrett v. Markham* (L. R. 7 C. P. 405), a decision under section 24 of the Friendly Societies Act, 1855, where Wills, J., held that the "withholding" must import under fraudulent circumstances. But in the Act of 1855 there was no corresponding section to section 4, and section 22 definitely gave a civil remedy in such a case as the present.

THE COURT (LORD ALVERSTONE, C.J., and RIDLEY AND DARLING, JJ.) dismissed the appeal.

LORD ALVERSTONE, C.J., said in the course of his judgment that the principle laid down in *Barrett v. Markham* was applicable. The wilfully withholding must be under circumstances importing misconduct. He did agree that there was not a civil remedy under section 9; section 4 did not apply to the present case, which was not a dispute between members, but between the trade union and a branch of the trade union.

RIDLEY AND DARLING, JJ., concurred.—COUNSEL, *M. Shearman, K.C.*, and *Edmond Browne*; *Hermann Cohen*. SOLICITORS, *Pattinson & Brewer*; *Andrews & Andrews*.

[Reported by MAURICE N. DRUQUEN, Esq., Barrister-at-Law.]

HORNSEY BOROUGH COUNCIL v. BIRBECK FREEHOLD LAND SOCIETY. Div. Court. 7th March.

LOCAL GOVERNMENT—RECOVERY OF EXPENSES UNDER PUBLIC HEALTH ACT—JURISDICTION OF LOCAL AUTHORITY OUTSIDE DISTRICT—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 150.

This was a case stated by the justices of Highgate, and raised an important point under the Public Health Act. It appeared from the case that the appellants, the Hornsey Borough Council, sought to recover from the respondents, the Birbeck Freehold Land Society, £72 as an apportioned share of expenses incurred by the appellants in the execution of certain works in Birbeck-road under the Public Health Act, 1875. Birbeck-road is a highway not repairable by the inhabitants at large, and the boundary between the appellants' borough and urban district of Friern Barnet was along the line of the kerb of the footpath on the north side of the road, so that the carriage-way and the footpath on the south side are in the

appellants' borough and the footpath on the north side is in the urban district of Friern Barnet. The respondents were the owners within the meaning of the Public Health Act, 1875, of premises abutting on the footpath on the north side of the road within the urban district of Friern Barnet, and these premises were wholly within this urban district. In July, 1903, the appellants, purporting to act under and in pursuance of section 150 of the Public Health Act, 1875, caused notices to be served on the respondents in respect of the premises, requiring them to make up the parts of the road within the appellants' borough, but the work was not done. The work required by the notice to be done comprised work to the carriage-way and to the footpath over the south side, but did not comprise sewerage or any work to the footpath on the north side. The notice was served on the owners of premises abutting on the south side of the road as well as on the respondents. The work was not executed by the owners, and the respondents carried out the work themselves. The expenses amounted to £947, of which £737 was attributable to the carriage-way, and the remainder, £210 to the footpath on the south side of the road. The appellants' surveyor apportioned the £210 among the owners of the premises abutting the south side, and he apportioned the £737 among the owners of all the premises, whether on the north or south side, including the respondents. The respondents' share of the £737 was £72. Notice of the apportionment was served on the respondents, and the £72 was duly demanded, but was not paid. About the same time that the notices were served and the work executed by the appellants to the carriage way and footpath the Friern Barnet Urban District Council served notice under section 150 of the Public Health Act, 1875, with reference to the footpath on the north side, and themselves executed the necessary works, and the expenses were apportioned on the owners of the premises on the north side only, including the respondents, who paid to the Friern Urban District Council the amount so apportioned. There are soil and surface water sewers running through that part of the road which was within the borough of Hornsey. These sewers form part of the main drainage system of the borough and are vested in the appellants. The houses on the south side of the road drain into the sewers. The houses on the north side of the road, within the Friern Barnet Urban District Council, drain into a sewer which was recently constructed by the Friern Barnet Urban District Council at the request and cost of the owners on the north side. On behalf of the appellants it was contended that section 150 of the Public Health Act gave them jurisdiction to do the work and recover the cost. Counsel cited *Wakefield Local Board v. Lee* (1 Ex. 336). On behalf of the appellants reliance was placed on *E. v. Warner* (27 L. J. M. C. 144) as shewing that the respondent's premises were outside the jurisdiction of the appellants.

THE COURT (LORD ALVERSTONE, C.J., and RIDLEY and DARLING, JJ.) dismissed the appeal.

LORD ALVERSTONE, C.J.—In my opinion the magistrates were right. The broad principle laid down by *E. v. Warner* was the authority of one district should not charge or tax the inhabitants of another. The appellants have failed to shew that they had any power to do so, and this appeal therefore fails.—COUNSEL, *Macmorran, K.C., and Jenkins; Alex. Glen, K.C., and Naldrett. SOLICITORS, L. J. Tatham; Rubinstein & Co.*

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

BOWER v. CLARK. Div. Court. 8th March.

LOCAL AUTHORITY—NOTICE TO EXECUTE WORKS—OMISSION TO DO SO—ENTRY BY LOCAL AUTHORITY WITHOUT AN ORDER OF JUSTICES—TRESPASS—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 36, 305.

Case stated by the justices acting in and for the petty sessional division of Droxford, in the county of Southampton. A complaint was preferred by the respondent Clark on behalf of the Droxford Rural District Council against the appellant, Alfred Bower, alleging that the said council on the 18th of February, 1905, in accordance with the provisions of the Public Health Act, 1875, caused to be executed certain works—to wit, the erection of three additional privies on the premises at Green-lane, Hambledon, within the district of the said council, and had incurred expenses to the amount of £9 10s. in the execution of the said works, and that the said council, on the 29th day of April, 1905, duly served on the said Alfred Bower a notice in writing demanding payment of the said sum, and that the said sum, or any part of it, had not been paid to the said council, and that there was due by the said Alfred Bower to the said council the said sum of £9 10s. Notices required by section 36 were duly served on the 4th and the 26th of May, 1904, calling upon the appellant to do the work, and on the 15th of October, 1904, the council gave notice that the council would do the necessary work and charge the expenses to the appellant. In answer to that notice of the 15th of October, the solicitor wrote on the 20th of October, 1904, giving notice to the said council that any entry on the land of the appellant would be treated by him as a trespass. On the 7th of February, 1905, the contractors to the said council entered upon the land, erected the privies at a cost of £9 10s., which was paid by the council. On the 29th of April, 1905, the said council served a notice demanding payment upon the appellant. Previous to the said entry no application was made by the said council for any order under section 305 set out below. The appellant contended that the obtaining of such an order was a condition precedent to the entry and recovering the expenditure. The justices ordered the appellant to pay the £9 10s. The case is reported for the important *dictum* of the Lord Chief Justice. Section 36 provides: "If a house . . . appears . . . to be without a sufficient . . . privy . . . the local authority shall by written notice require the owner or occupier of the house . . . to provide a sufficient privy. . . . If such notice is not complied with the local authority may . . . do the work . . . and may recover in a summary manner from the owner the expenses incurred. . . ." Section 305 provides: "Whenever it becomes necessary for a local authority to enter . . . any

land or premises for the purpose of making plans, surveying, measuring, taking levels, making, keeping in repair, or examining works . . . and the owner or occupier . . . refuses to permit the same to be entered . . . the local authority may, after written notice, apply to a court of summary jurisdiction for an order authorizing the local authority to enter.

Counsel for the appellant contended that section 36 must be read with section 305. The respondent had no right to enter without the authority of the justices (*Robinson v. Corporation of Sunderland*, 1899, 1 Q. B. 751), and not having fulfilled the statutory requirements could not recover.

THE COURT (LORD ALVERSTONE, C.J., and RIDLEY and DARLING, JJ.) dismissed the appeal.

LORD ALVERSTONE, C.J., in the course of his judgment, said: Although it was unnecessary for the purposes of the present decision he thought that section 305 did not apply to an entry under section 36, and people ought not to go in without obtaining the sanction of the magistrate where the owner or occupier refused permission. That was his opinion, although, not being necessary to the case, he could not hold it as a judicial decision. For the purpose of the present case, inasmuch as the local authority had actually done the work, the appellant must pay for it, and the application must be dismissed.

RIDLEY and DARLING, JJ., concurred.—COUNSEL, *Charles; Simon. SOLICITORS, G. Whitlock, Fareham; Smith, Fawdon, & Lov, for Clark, Bishops Waltham.*

[Reported by MAURICE N. DRUQUEN, Esq., Barrister-at-Law.]

New Orders, &c.

The Aliens Act, 1905.

The Secretary of State for the Home Department hereby gives notice, pursuant to section 3 (3) of the Rules Publication Act, 1893, that on the 9th instant, for the purposes of the Aliens Act, 1905, he made the following Order under section 8 (2) of that Act:—

Whereas section 8 (2) of the Aliens Act, 1905, provides that the expression "immigrant ship" means a ship which brings to the United Kingdom more than twenty alien steerage passengers, who are to be landed in the United Kingdom whether at the same or different ports, or such number of those passengers as may be for the time being fixed by Order of the Secretary of State;

And whereas by an Order, dated the 19th December, 1905, the number of those passengers was fixed at twelve;

And whereas it now seems to me expedient to revert to the number mentioned in the Act, that is to say twenty;

Now, I hereby withdraw the said Order.

H. J. GLADSTONE,

One of His Majesty's Principal Secretaries of State.

Copies of the Order may be purchased at the Sale Office for Official Publications, Messrs. Wyman & Sons, Fetter-lane, E.C. Whitehall, 10th March, 1906.

Law Societies.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 8th inst., Mr. T. H. Gardiner in the chair. The other directors present were: Mr. C. Burt, Mr. S. J. Daw, Mr. T. Dolling Bolton, Mr. H. C. Nisbet, Mr. R. H. Peacock, Mr. Mark Waters, Mr. W. M. Woodhouse, and the secretary. A sum of £128 was voted in relief of London solicitors' widows and other applicants, sixteen new members were elected, and other general business was transacted.

United Law Society.

March 12.—The president, Mr. A. W. Richardson, in the chair.—Mr. Staplee Firth opened the resolution standing in his name, viz., "That all statutory restrictions relating to motor-cars should be abolished and the parties left to their rights at common law." Mr. R. A. Gordon, of the Law Union Society, opposed the motion. After a considerable discussion the motion was lost by fifteen votes to three.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 14th inst., Mr. J. Roger B. Gregory in the chair, the other directors present being Sir George Lewis, Bart., and Messrs. W. C. Blandy (Reading), A. Davenport, W. Dowson, A. H. Dymond (Exeter), C. Goddard, W. H. Gray, W. G. King, C. G. May, W. Arthur Sharpe, R. S. Taylor, Maurice A. Tweedie, Philip Witham, and J. T. Scott (secretary). A sum of £345 was distributed in grants of relief, five new members were admitted to the association, and other general business was transacted.

In the article on "The Right of a Surviving Partner to Sell Real Estate," &c., printed last week, the reference to Lindley on Partnership, in the fifth paragraph, should be to page 379, instead of page 397.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—March 13.—Chairman, Mr. J. E. C. Adams.—The subject for debate was: "That the increasing amount of municipal indebtedness is a serious menace to property holders." Mr. A. B. Russell opened in the affirmative; Mr. E. B. Ames opened in the negative. The following members also spoke: Messrs. Eves, Teatman, Croom Johnson, Pratt, Henderson, Singleton, and Krause. The motion was carried by five votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—March 6.—Mr. Murray N. Phelps, LL.B., in the chair.—The following moot point was debated: "Mr. Cox, the leading hatter in Mudbury, has at the back of his shop a door leading to his private apartments on the floor above. Quite close to this is a flight of stone steps leading to the coal cellar, and ordinarily covered by a trap door which is fitted for the purpose in every respect. He invites his cousin, Mr. Box, to spend New Year's Eve with him, and the invitation is accepted. The next morning, as Mr. Box carefully descends to catch his train and passes through the shop, he falls down the cellar steps, the trap door covering of which had been carelessly left open by Mr. Cox's servant, Mary Ann. Mr. Box sustains very serious injuries and is compelled to bring an action for damages against Mr. Cox. Will he succeed?" The speakers in the affirmative were Messrs. J. H. Gold, LL.B., E. Cripwell, C. H. Morgan, and W. Wright; and in the negative Messrs. J. D. H. Osborn, H. S. Hall, S. Gittings, G. H. J. Cowley, J. H. Round, J. J. Pritchard, and E. W. Tunbridge. After the openers on both sides had replied, the chairman summed up, and on a show of hands the motion was declared lost by four votes. A vote of thanks to the chairman closed the proceedings.

Companies.

British Law Fire Insurance Co.

ANNUAL MEETING.

The annual general meeting of the British Law Fire Insurance Co. (Limited) was held on Friday, the 9th inst., at Cannon-street Hotel, Mr. H. TUNTON NORTON (chairman) presiding.

Mr. H. FOSTER CUTLER (manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, said that the net premium income for the year was £83,208 and the gross premium income was only just a few hundred pounds short of £100,000, the net premium income being an increase of £3,682 over that of the previous year. This was less than the advance shown for the year before, 1903, and he desired to explain the matter lest anyone should think that it was an indication of want of progress on the part of the company. For the purpose of keeping their books in a clear way the company had placed to their own private reinsurance account a substantial part of the risk of their old limits, thus taking themselves the benefit of the very excellent business they had been in the habit of giving away to other offices. The result had been so satisfactory that it had led to a very large increase in 1904 over 1903. Such a large increase had not been experienced in the following year, 1905, because they had had only the additional guaranteed business on home re-insurance account arising from new business. In the previous year they had had an increase of the limits on all their existing business, and so satisfactory had been the result of this that they intended this year to somewhat increase the amount again, and they would re-insure themselves on their own risk and, as far as he could say at present, with similarly satisfactory results. The re-insurance business which they had given away to other offices was very much better than the business they were able to get from most of the other offices. The loss ratio of the business they gave away was about half the loss on the ratio of the business they got from other offices in exchange. The other offices were, however, in no way to blame for this, because it was the result of the way in which the business was done. Most of them were in the habit of entering into special contracts with foreign companies, the nature of which was that they had to give away a percentage of all the business, good, bad, and indifferent, which they took, and the effect was that they did not have left for reinsurance in English offices the best of their risks. The net loss of the past year, after adjusting the outstanding losses at the end of the year 1904, and allowing for re-insurances, was £29,248, and the loss ratio for the year was 29.2 per cent. He thought that was a matter of which they might well be proud. With regard to the accounts there was an available balance of £29,826, and the directors proposed to carry to reserve £10,000, which would bring the reserve up to £88,000. They also proposed to declare a dividend at the rate of 8 per cent. free of income tax, and, having regard to the exceptional profits of the year, a special bonus of 2 per cent. free of income tax, which would leave £9,826 to be carried forward. The board would also ask the sanction of the shareholders to the distribution of £1,000 as extra remuneration amongst the staff. Consequent upon the exercise by the Indian Government of its powers of purchase of two Indian railways, the securities given in exchange for those held in those railways did not stand so high as those for which they were exchanged; but that had been the common experience of those who had held securities guaranteed by the Indian Government. The board had thought it prudent to write off at once £948 in this connection.

Mr. W. MATTHEWS seconded the motion, which was unanimously agreed to.

A resolution was afterwards passed altering the articles of association with the object of preventing any shareholder from acquiring a total holding of more than 1,000 shares in the company.

Equity and Law Life Assurance Society.

ANNUAL MEETING.

The fifty-ninth annual general meeting of the Equity and Law Life Assurance Society was held on Monday at the Society's house, Lincoln's Inn-fields, Mr. CECIL HY. RUSSELL (chairman) presiding.

Mr. W. P. PHELPS (actuary and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, said he could not but refer to the loss the Society had sustained in the death of one of its most efficient and able supporters, Mr. Geo. Rooper, who died last December at the great age of ninety-four. For sixty-one years Mr. Rooper had served the Society, first as a director, then as its solicitor, then again as a director. He did not think Mr. Rooper had ever been absent from a general meeting, and he doubted if he had been absent from any Board meetings. Throughout the whole of his long career he had worked with the utmost energy and skill for the benefit of the society, and they owed him a very great debt. He had lived to see the office which in its first published report announced a premium income of about £3,000 announcing in its last report a premium income of £336,000. The board remembered him with the kindest feelings, not only for his great geniality and his unwearied knowledge and vitality, but with gratitude for the services which he had been able to render to the society. Turning to the business of the year, he was happy to say it had been very satisfactory. The number of policies issued was 661, which was ninety-seven more than for 1904. Those policies assured gross sums of a little over £803,000, the average policy being £1,215. He did not wish it to be understood that the society looked with contempt upon policies of a smaller amount—they took them down to £100, but, as all who were connected with assurance matters were aware, it was more advantageous to have policies of higher amounts. Of that gross sum they had reassured about £125,000, leaving them with a net new business of £678,000; only twice during the existence of the society—namely, in 1892 and 1894—had that sum been exceeded. That business was owing principally to solicitors and to the society's agents, to both of whom they were greatly indebted, and he was happy to say that the returns from the agents showed a considerable increase over those of late years; and they had not been exceeded since 1898. The gross assurances now in force were a little over £11,000,000, and they had increased in the year under review by £374,000. Of course in every year a certain number of risks ran off the books of the society, partly by surrenders, partly lapses, partly by the expiry of assurances against contingencies which did not happen, and partly by term assurances. The surrenders last year had been rather larger than usual, but this was generally the case in the first year of the quinquennium. Insurers who contemplated surrendering waited for the end of the quinquennium to get the benefit of the bonus. Taking all these causes of diminution in the risks of the society, it was very satisfactory to find that it equalled only about 2 per cent. of the total sum assured at the beginning of the year, which was a very moderate figure, and they were entitled to congratulate themselves upon the result; whilst he said that, they must not forget that these risks would run off in a future year, and therefore next year might not be so favourable. In the matter of claims the mortality had been very fairly favourable. Claims by death had been paid to the amount of a little over £106,000 assured under 120 policies. The mortality had been well within the expectation, and of these 120 policies fifty were on lives more than seventy years old, and twenty-five on lives more than eighty. The incidence of the claims was, of course, much more important than the amount of the claims paid, for obviously a sum of, say, £10,000 upon a life of seventy or eighty years gave a good profit, whereas £1,000 on a younger life might mean a loss to the society. Six annuities, amounting to a little over £1,000 a year, had ceased, and the result showed a satisfactory profit. The profit from reversions was a little over £33,000, which was nearly equal to one-half the total profit realized in the last quinquennium, and was very satisfactory. The rate of interest had slightly increased, and, excluding reversions, was at the close of the year £3 19s. 6d. per cent., a trifling improvement on the previous year. The reversions realized amounted to about 4.8 per cent. on the actual mean funds, that was the mean between the funds as they stood on the 1st of January and on the 31st of December, 1905. The increase in the funds had been £146,000, which was a very large figure for the first year of the quinquennium. Stock Exchange securities stood at the price to which they had been written down at the last valuation. The values had not altered much, but such alteration as there had been was in an upward direction. Now came an item on which he thought they were entitled to congratulate themselves. Including the special expenses of the valuation at the end of last quinquennium, the business of the society had been transacted at a cost of 11½ per cent. of the annual premium income, or slightly over 7½ per cent. of the total income of the society. That he thought he was justified in saying was a very satisfactory figure. The report in fact disclosed a very satisfactory year, on which they had every right to congratulate themselves.

Mr. J. C. DEVERELL seconded the motion, and it was unanimously agreed to.

On the motion of Mr. D. PITCAIRN, seconded by Mr. BENJAMIN KISCH, the retiring directors were re-elected as follows: Sir Kenelm E. Digby, K.C.B., K.C., Mr. H. P. Bowling Trevanion, and Mr. A. H. James.

On the motion of Mr. J. W. HAWKINS, seconded by Mr. KISCH, the

auditors—Mr. Edwin Waterhouse and Mr. J. Gurney Fowler for the proprietors, and Mr. R. W. Dibdin for the assured—were re-elected.

A vote of thanks to the directors was agreed to on the motion of Mr. CHAS. WIGAN, seconded by Mr. G. E. COCKRAM, who observed that it was a very forceful factor in the working powers of the society that, whilst the average rate of expenses of all the assurance offices was from 13½ to 17 per cent., the society's rate was often much lower. This, of course, very much added to the profit-earning powers of the society.

The CHAIRMAN, in returning thanks, said he did think it satisfactory that the working expenses were kept so low.

A vote of thanks to the auditors was adopted on the motion of Mr. J. W. HOW, seconded by Mr. G. L. WHATELY.

The CHAIRMAN moved a vote of thanks to Mr. Phelps and the staff, observing that the society was admirably served in every department and the results were shown in the report. They spoke for themselves.

Mr. G. THOMPSON POWELL, who seconded, also said the society had a most admirable staff. It was Mr. Phelps and his colleagues who kept the expenses so low. They were very much less than those of other offices, in many of which they amounted to 15 per cent. He thought if this fact were known the office would have much more business, because it was greatly to the interest of the assured that it should be so.

Mr. PHELPS, in returning thanks, said the society were accustomed to look for favourable reports, and the present was favourable in every department. As regarded the business, they were very well served by the inspectors, and it must be very gratifying to their able superintendent in the provinces to find that the returns there had so much increased. The increase in the funds of £146,000 was far in excess of the increase in the first year of any quinquennium of the society. The increase of the last quinquennium was only £13,000. The society had always worked at very low expenses, partly because they had discouraged, except for very good reasons, the payment of high commission. Leaving out the offices which did not pay commissions, there were only about two offices, one being a purely cash office, whose rate of expenses was lower than that of the Equity and Law Life.

A vote of thanks to the chairman, moved by Mr. HAWKINS, terminated the proceedings.

Obituary.

Mr Haden Corser.

Mr. Haden Corser, one of the Metropolitan stipendiary magistrates, died on Friday in last week. He was the son of Mr. Charles Corser, of Wolverhampton, and was educated at Cheltenham College and Christ Church, Oxford. He was called to the bar in 1870 and practised in the Oxford Circuit. In 1888 he was appointed Recorder of Much Wenlock, and in the following year a Metropolitan stipendiary magistrate. At the time of his death he was the senior magistrate at the Worship-street Court. It has been said of Mr. Corser, remarks the *Daily Telegraph*, that in the exercise of his office and in the delivery of his judgments he never made a joke. Yet one lingers in the memory of old habitués of the court. Two of the alien fraternity from Spitalfields had contested before him the incidents of an alleged assault, in which each had battered the other with a dead fowl seized from a handy stall. After sorting out the inevitable contradictions, Mr. Corser remarked that only one thing was clear, i.e., that the parties had used fowls as weapons of offence, and that neither had got the best of "the new battle of Dorking." Speaking after the receipt of the news at Worship-street, Mr. Cluer referred to the loss which the court and bench of magistrates had sustained by the death of Mr. Corser. For nearly ten years they had worked together, and no one could have been more courteous, more upright, and more painstaking.

Legal News.

Changes in Partnerships.

Dissolutions.

HERBERT CECIL GRANT and HAROLD ARTHUR WHITFIELD, solicitors (Grant & Whitfield), 2, Coleman-street, London. Dec. 31. The said Herbert Cecil Grant will carry on the business under the name Herbert Cecil Grant on his own account. [*Gazette*, March 9.]

THOMAS GEE and HENRY GEORGE DUNN, solicitors (Gee & Dunn), Newcastle-upon-Tyne. Oct. 17. The said Thomas Gee will continue to practise at 5, Mosley-street, Newcastle-upon-Tyne; the said Henry George Dunn will practise at 86, Pilgrim-street, Newcastle-upon-Tyne. [*Gazette*, March 13.]

Information Required.

Mrs. SARAH ELLEN WILLIAMS, deceased.—Any person having the custody of the Will of the above deceased, who died on the 24th of February, 1906, at No. 17, Hemberton-road, Clapham, S.W., or who can give any information which may lead to its discovery, is requested to communicate with Messrs. Carter & Swallow, solicitors, 61, Carey-street, Lincoln's-inn, London, W.C.

General.

The health of Sir James Mathew is stated to have materially improved during the past week.

It is announced that Mr. Justice A. T. Lawrence will be the Easter Vacation Judge, and he has arranged to sit at King's Bench Judge's Chambers on Thursday, the 19th of April, to hear summonses and urgent applications.

The Solicitor-General was entertained at dinner on the 9th inst. at the Savoy Hotel by the members of his college (Gonville and Caius, Cambridge) who are also members of the bar. Mr. Justice Joyce took the chair, and the master of the college was present as a guest.

According to a Reuter telegram, the *Pretoria News* understands that the dignity of King's Counsel has been offered to Messrs. Eselen, Smuts, and Gregorowski, and to Mr. de Villiers, who was State Attorney of the Orange Free State. Mr. Gregorowski has declined the honour. The others are deliberating as to whether they shall accept it.

Mr. Henry Taylor, F.S.A., solicitor, of Flint, has tendered his resignation of the town clerkship of Flint after serving for thirty-two years. Following the example of his predecessor, the late Mr. Ellis Eytton, M.P., in making a parting gift to the council, Mr. Taylor has presented an ebony rest for the ancient mace, with silver mountings, and engraved with heraldic and other devices relating to past history of Flint.

A puzzling question is, says the *Evening Standard*, exercising the United States Courts. A man named Sheerer, upon being told he was fatally ill, made provision for an unborn child. He died, and instead of one child twins were born. The will provided that the child, if a boy, should have two-thirds of the estate and the widow one-third; if a girl, the child to have one-third and the widow two-thirds. What share will the twins, one a boy and the other a girl, have is the problem that the courts will have to decide.

A famous Scottish judge, who thought that an advocate who was addressing him ought to adopt a grander tone, exclaimed, says a writer in the *Globe*, "Decaim, sir! Why don't you declaim? Speak to me as if I were a popular assembly." Judge Bacon is convinced that the dignity of the county court is impaired by the use of colloquial expressions in the speeches of counsel. "Turn up!" Pray do not use such slipshod expressions," remarked his Honour when a member of the bar employed the familiar phrase to inform him that one of the parties had failed to enter an appearance.

The writer of a work on "A People at School," describing the results of the British annexation of Burmah, says that the Burmese cannot understand in a moment the complete system of criminal jurisprudence which has been perfected in India, and is founded on English law, and they cannot take it with sufficient seriousness. They have little appreciation of an oath taken in a court of law. A man will admit to you without a blush that he has lied in court; but if you say to him, "How then can I tell if you are speaking the truth now?" he will be very angry. "A man to man speaks truth," he will reply; "but in the courts, well, it is different."

The University of Manchester is issuing advertisements for three new lectureships in the Faculty of Law. We are informed that this is the outcome of a proposed development of the University courses of legal education, which will make these courses embrace all the subjects required for the Intermediate and Final Examinations of the Law Society. We understand that with this extension, which has been rendered possible owing to a new source of income having become available for the purpose, the courses of legal training at the University will include all the requirements for the examinations for the University law degrees as well as for the examinations for the bar and the Law Society.

It has now been settled, says the *Times*, that no Parliamentary election petitions will be proceeded with before the Easter holidays. It was suggested that the petition of Mr. Muir Wilson, the defeated Conservative candidate for the Attercliffe Division of Sheffield, against the return of Mr. Batty Langley, the sitting Liberal member, might be taken before Easter, but at a meeting which took place between Mr. Justice Grantham and the agent, the idea was abandoned in consequence of the indisposition of Mr. Batty Langley, the respondent. The Great Yarmouth election petition is the first one on the list, and as they are generally taken in the order in which they are set down it is very probable that this petition will be the first or e taken after the holidays.

The Limited Partnership Bill, introduced in the Upper House by Lord Avebury, on behalf of the Associated Chambers of Commerce of the United Kingdom, which stood for second reading on Thursday, permits, says the *Times*, the formation of limited partnerships, provided that any such partnership contains one or more persons called general partners, who shall be liable for all debts and obligations incurred in the usual course of the partnership business by or on behalf of the firm, and one or more persons, to be called limited partners, who shall at the time of entering into such partnership contribute, or undertake to contribute, thereto a sum or sums as capital or property valued at a stated amount, and who shall not be liable for the debts or obligations of the firm beyond the amount so contributed or to be contributed. The firm name must not contain the name of any limited partner; every limited partnership is required to be registered; an advance of money for a share of the profits will constitute limited partnership; a limited partner is allowed to inspect the books and advise; the limited partnership must be for a fixed term; and regulations are also included in regard to bankruptcy for partnership debts, the inspection of accounts, &c.

Speaking at a meeting of the Institute of Bankers, on the position of foreign banking and other companies in England, Mr. Harold G. Brown said that under the law of England foreign companies trading in this country enjoyed absolute freedom from restrictions of any kind. In nearly all civilized foreign countries he found that there were regulations more or less stringent with which a British company had to comply before it could

commence to carry on business. In some of these countries the regulations were, in fact, almost prohibitive, and rendered it to all intents and purposes impossible for a British company to carry on business there. It might, of course, be argued that the granting of absolute freedom to foreign traders was an essential part of the commercial policy of England, and that to impose any restrictions upon them would not only be a complete reversal of that policy, but would injuriously affect our present commercial supremacy. He recognized that it was a matter of the first importance that we should not do anything which could in any way tend to discourage *bond fide* foreign traders, but he could not believe that the subjecting of foreign companies to regulations somewhat similar to those imposed upon English companies abroad would have any such effect. English trading companies had to use the word "limited" as part of their name, and, although it would not be practicable to enforce this provision upon foreign companies, he saw no reason why such companies should not be required to notify publicly in some manner that they were trading with limited liability, if such were the fact. Again, there seemed to be no good reason why foreign companies should not be under the same obligations as English companies to have a registered office at which legal process, notices, &c., might be readily served. It might also be made compulsory for such companies to keep at this office copies of certain material documents, such as their charters or other documents relating to their constitution, together with certified translations, if the latter were necessary. How far would it be wise to require the payment of any capital duty corresponding to the capital duty paid by English companies was a difficult question. Such duties were certainly levied in many foreign countries. As regarded the question of subjecting foreign companies to the liquidation jurisdiction of our own courts, the latter had held that foreign companies having an office and assets here were already subject to such jurisdiction, and if, therefore, it were rendered compulsory for all foreign companies to have such an office in this country, this would be all that was necessary, and he was satisfied that the knowledge that they were liable to be wound up by our courts would act as a wholesome deterrent to some of the less reputable companies, while in no way affecting those properly conducted. He also thought that it would be desirable to extend to prospectuses issued by foreign companies some, though not all, of the provisions which were at present applicable to English prospectuses. Foreign companies might certainly be required, with advantage, to state clearly that they were registered abroad. This was usually done voluntarily, and he could see no reason why it should not be made compulsory. They might note with satisfaction that the subject they had been considering was now being investigated by a special committee appointed by the Board of Trade.

TO EXECUTORS.—VALUATIONS FOR PROBATE.—Messrs. Watherston & Son, Jewellers, Goldsmiths, and Silversmiths to H.M. The King, 6, Vigo-street (leading from Regent-street to Burlington-gardens and Bond-street), London, W., Value, Purchase, or Arrange Collections of Plate or Jewels for Family Distribution, late of Pall Mall East, adjoining the National Gallery.—[ADVT.]

FIXED INCOMES.—Houses and Residential Flats can now be furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. Maple & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEWICH.	Mr. Justice FAIRWELL.
Monday, March 19	Mr. Church	Mr. R. Leach	Mr. Beal	Mr. W. Leach
Tuesday 20	Groswell	Godfrey	Carrington	Theod
Wednesday 21	King	B. Leach	Beal	W. Leach
Thursday 22	Farmer	Godfrey	Carrington	Theod
Friday 23	Theod	B. Leach	Beal	W. Leach
Saturday 24	W. Leach	Godfrey	Carrington	Theod

Date	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINSEN EADY.	Mr. Justice WASHINGTON.
Monday, March 19	Mr. Farmer	Mr. Pemberton	Mr. Groswell	Mr. Carrington
Tuesday 20	King	Jackson	Church	Beal
Wednesday 21	Farmer	Pemberton	Groswell	Godfrey
Thursday 22	King	Jackson	Church	B. Leach
Friday 23	Farmer	Pemberton	Groswell	Jackson
Saturday 24	King	Jackson	Church	Pemberton

Winding-up Notices.

London Gazette.—Friday, March 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH AUTOMATIC PHOTOGRAPH CO. LIMITED—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Christopher O'Neill Crowley, 26 to 31, Eyre st. Hill, Burn & Berridge, Old Broad st, solvers for liquidator.

ELSTON LTD., LIMITED—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to F. L. Jenkins, at the offices of L. P. Fisher, 17, Ironmonger ln

GRASKOP, LIMITED—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to William Watkins, 61, London wall. Dale & Co, Cornhill, solvers for liquidator.

KANES ZOOGRAPHIC SYNDICATE, LIMITED—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to H. Rover Harvey, 13, Templeton pl, Earle Court

LICENCED VITALLERS CO-OPERATIVE SOCIETY, LIMITED—Petr for winding up, presented March 7, directed to be heard March 20. Walker & Co, Carey st, Lincoln's inn, solvers for peters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19

LICENCED VITALLERS CO-OPERATIVE GUARANTEE FUND, LIMITED—Petr for winding up, presented March 7, directed to be heard March 20. Walker & Co, Carey st, Lincoln's inn, solvers for peters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19

NEW LONDON THEATRE SYNDICATE, LIMITED—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to Ralph C Leach, 10, Serjeants' inn, Fleet st

OXFORD BILLPOSTING CO., LIMITED—Petr for winding up, presented Feb 10, directed to be heard at the County Hall, Oxford, March 19, at 11.30. Freeman & Co, Cannon st, solvers for peters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 17

ROSWORTH BOWLING GREEN CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to S H Horrocks, 20, Chancery ln, Bolton. Kenyon, Bolton, solvers for liquidator

London Gazette.—Tuesday, March 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUSTRAL-RHODESIAN STEAMSHIP CO., LIMITED—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to F J Asbury, Finsbury pvt House

BIRMINGHAM AND DISTRICT MUTUAL TRADING CO., LIMITED—Petr for winding up, presented March 22, directed to be heard at the Court House, Corporation st, Birmingham, March 22. Davis, Birmingham, for Rhodes & Son, Wolverhampton, solvers for peters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 21

CARLETON WEST WARD CONSERVATIVE CLUB BUILDINGS CO., LIMITED—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Samuel Greenwood, 5, King st East, Rochdale. Brindley & Hudson, Rochdale, solvers for liquidator

COMPOUND METALS CO., LIMITED—Petr for winding up, presented March 10, directed to be heard March 27. Lewis, South sq, Gray's inn, solvers for peters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 26

HEFFORD & SHUTTLEWOOD, LIMITED—Petr for winding up, presented Feb 7, directed to be heard at the Castle, Leicester, March 23, at 2. Wells & Hind, Nottingham, solvers for petitioning creditors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 22

KAJANG COFFEE AND RUBBER CO., LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to John Gordon, 8, George st, Minorities. Bartlett, New sq, solvers for liquidator

KAMEL GOLD MINING CO., LIMITED—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to F J Asbury, Finsbury pvt House

NOAKHALL (BERGAL) RAILWAY CO., LIMITED—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Henry Osborne King, 5 and 6, Billiter av. Francis & Johnson, 61 Winchester st, solvers for liquidator

PETER RIGBY AND THE SOUTHPORT CARRIAGE CO., LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to James Jump, 42, Chapel st, Southport. Smith, Southport, solvers for liquidator

PRICES ENGINEERING CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Richard Garraut Cawker, 22, Wind st, Swansea

SMELTING CORPORATION, LIMITED (INCORPORATED IN 1898)—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Albert Fischer, 2, East India av. Sugden & Harford, Ironmonger ln, solvers for liquidator

SUNDERLAND FREEMASONS' CLUB, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to George Parker, 62, John st, Sunderland

T J WHITING & SONS, LIMITED—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to James Benjamin Reeves, 3, Church st, Old Jewry

COUNTY PALATINE OF LANCASTER.

GOODFELLOW ENGINEERING CO., LIMITED—Petr for winding up, presented March 9, directed to be heard at the Assize Courts, Manchester, on March 26, at 10.30. Innes, 10, Norfolk st, Manchester, solvers for peters. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of March 24

The Property Mart.

Sales of the Ensuing Week.

March 21.—Messrs. DAVID BURNETT & Co., at the Mart, at 2: Reversion to £10,391 15s. 6d., lady aged 70 last birthday. Solicitors, Messrs. Edell & Gordon, London. (See advertisements, March 10, p. v.)

March 21.—Messrs. EDWIN FOX & BOURFIELD, at the Mart, at 2:—Piccadilly: The Crown Lease of the block of premises, Nos. 178, 179, and 180, Piccadilly, and No. 28, Duke-street, facing Burlington House, held direct from the Crown for terms of 43 years, ground-rents amounting to £287 4s. 3d. per annum. Solicitors, Messrs. S. F. Miller, Vardon, & Miller, London. (See advertisements, March 10, p. v.)

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 807) of the above-named interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £19,850:

REVERSIONS:	Sold
To £2,908	1,400
To £1,890 10s.	1,000
To £21,964	8,700
To £10,000	3,475
To £272 3s. 8d.	648
To £2,243 3s. 9d.	1,280
To £500	579
To Seven-eighths of £1,019 19s. 11d. Consols and £2,815 Telf Vale	1,510
Ordinary Stock	20
To £280 4s.	400
To £233 6s. 8d. Consols	215
To £286 7s. 4d.	418
POLICIES OF ASSURANCE FOR £1,400	30
FOREIGN AND COLONIAL PATENTS	30

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 2.

ASHBY, JAMES, Atherton, Lancs, Licensed Victualler March 28 Marsh & Co, Leigh, Lancs
 ATKINSON, WALTER, Leeds, Butcher April 1 Scott & Turnbull, Leeds
 BARNET, THEOPHILUS, Padstow, Cornwall March 16 Square, Plymouth
 BAYFORD, DORA, Bitterne, Hants April 10 Coxwell & Pope, Southampton
 BEYON, FREDERICK ARTHUR, Worcester April 7 Jeffery, Worcester
 BYRON, CHARLES ANNESLEY, Ealing April 14 Lambert & Hale, Queen Victoria st
 BULLITT, CHARLES, St Leonards on Sea April 14 McKenna & Co, Basinghall st
 BOGGIAO, MARY ANN, Liscard, Chester March 31 McKenna, Liverpool
 BRISTON, ANN JANE, Ford May 16 Street & Co, Lincoln's inn fields
 BRICK, GEORGE TITO, Windsor April 15 Rooke & Co, Bath
 CARTER, JANE ELIZABETH, Povey, Wilts March 24 Dixon, Povey, Wilts
 CHANDLER, THOMAS JAMES, Deal, Boarding house Keeper March 16 Wilks, Deal
 CHAY, FRED, New Southgate April 26 Ward & Co, King st, Chapside
 CHURMAN, LAURA EMILY, Mansfield, Notts March 31 Matthy, Mansfield
 DAVIS, JOHN, Swadlow, March 31 Roberts, Narberth, Pembroke
 DODD, MARY FRANCES, Blackpool March 10 Robinson, Blackpool
 ELLIS, DONALD MACKAY, Clunleigh, Devon April 1 D'Albani & Ellis, Newmarket
 FAIRBURN, MARY ELLEN, North Ashton, Lancs March 14 Shaw, Parr, St Helens, Lancs
 FARLOW, EMILY KING, Kingston Hill April 2 Farlow, Chancery in
 FARR, SAMUEL HENRY, West Hampstead April 2 Bartlett & Gluckstein, Piccadilly
 FAY, WILLIAM, Malmesbury, Wilts, Potato Merchant March 31 Clark & Smith, Malmesbury
 GARNETT, BUDGET, Stalybridge April 10 Wilson, Ashton under Lyne
 GEORGE, MATTHEW, Sennen, Cornwall, Innkeeper March 31 Thomas, Penzance
 GOODWIN, MARY, Grove, Kent March 16 Mercer, Canterbury
 GOULD, SARAH JANE, Kingston upon Hull April 2 Austin, Hull
 GRHAM, EMMA FLORA, Cheltenham March 20 Winterbotham & Co, Cheltenham
 GRUES, HANNAH, Tremadoc rd, Clapham April 3 Clapham & Co, Devonshire sq
 HILL, WILLIAM, Enfield April 18 Rooke & Co, King st, Chapside
 HUGHMAN, GABRIEL LEE, Gravsey Court, nr Faversham, Farmer April 30 Tassell & Son, Faversham
 HURSTON, ALICE MARTHA ELIZABETH, Linden gdns April 7 Woodcock & Co, Richmond sq
 HUTCHINSON, ELIZABETH MONTIE, Brighton March 31 Gould & Swayne, Glastonbury, Somerset
 JARRET, WILLIAM JOSEPH, Lincoln's inn fields April 11 Farrer & Co, Lincoln's inn fields
 JONES, GEORGE, Wood Green April 30 Turner & Sons, Leadenhall st
 KENNETT, WILLIAM, Horsham March 31 Coole & Haddock, Horsham
 KERRIDGE, JOHN, Batsbury, Builder April 13 Dewey, Basinghall st
 MCKENNA, JAMES, Newcastle upon Tyne, Hairdresser April 2 Swinburne, Gateshead
 MONROE, THOMAS, Hartford, Chester May 1 A & J Fletcher, Northwich
 MORT, JOHN, Boscally, Leicester Farmer April 1 Oldham & Marsh, Melton Mowbray
 NEWBY, DIONY, Parkstone, Dorset April 10 Sladen & Wing, Delahay st, Westminster
 NEWTON, HENRY EDWARD, Bromley bldgs, Chancery in April 9 Cooper & Co, Birch in
 OWEN, STEPHANA MARY, Bournemouth March 21 Ballard, Bournemouth
 PARSONS, FANNY, Truro March 28 Belk & Co, Middlebrough
 PUGH, JOHN, Milford, Staffs, Shoe Manufacturer March 31 Morgan & Co, Stafford
 RIBBY, WILLIAM, Amesbury av, Streatham Hill April 9 Taylor & Co, Field ct, Gray's inn
 ROBERTS, MARY, Rusholme, Manchester March 24 Chamberlain & Johnson, Llandudno
 ROBINSON, RICHARD, Manchester, Costume Manufacturer April 30 Tallent-Bateman & Thwaites, Manchester
 ROSS, JOSEPH, Blaydon, Durham April 9 Wilkinson & Marshall, Newcastle upon Tyne
 SATTOR, GEORGE, Boxhill March 31 Poole & Robinson, Union ct, Old Broad st
 SELL, JOHN DILLWY, Ipswich, Agricultural Implement Maker April 9 Fedley & Co, Rush in
 SMITH, HENRY RICHARD, Blackheath, Ironmonger April 2 Redfern & Hunt, Abchurch in
 STANT, ELIZABETH, Cambridge gdns, Notting Hill March 27 Plunkett & Leader, St Paul's churchyard
 STEVEN, ELLEN KATE, Newport, Mon March 31 Dawes & Co, Rye
 STOWART, JAMES, Stockton on Tees, Bank Manager March 31 Stothart & Bannerman, London wall
 SUTER, SAMUEL HENRY, Southport March 31 Buck & Co, Southport
 TAYLOR, SARAH ANNE, Southport March 31 Buck & Co, Southport
 TONES, JANE, Birmingham March 31 Ryland & Co, Birmingham
 TOWNSHEND, HENRY, Norton Folgate April 9 Morgan & Upjohn, Holborn viaduct
 TROTT, LOUISE MARIE EMILIE, Eversing rd, Clapton March 31 Rawlinson & Son, New Broad st
 WAINWRIGHT, JOHN, Portsea, Southampton, Accountant April 12 Bew, West Pallant, Chichester
 WALKER, ELLEN, Terrington, Yorks May 1 Cook & Fowler, Scarborough
 WALLIS, MARY, Stockfield, Northumberland April 14 Wilkinson & Marshall, Newcastle upon Tyne
 WHEAT, HARRISON WILLIAM, Appledore, Kent April 9 Hillman, Lewes
 WILKE, ROBERT ROBSON, Sunnside, nr Houghton le Spring, Durham, Contractor April 6 Legge & Miller, Houghton le Spring

London Gazette.—TUESDAY, March 6.

ALMSTON, JOSEPH, Stockport, Surveyor April 17 Earle & Co, Manchester
 ATKINSON, HENRY, Gt Grimby, Fish Merchant April 6 Haddesley, Gt Grimby
 BARKER, JAMES, Old Hill st, Upper Clapton, Smith April 10 Hall, West Smithfield
 BECKETT, ANN, Surbiton April 10 Hall, West Smithfield
 BECKETT, MARY ANNA, Surbiton April 10 Hall, West Smithfield
 BENTLEY, PAUL, Salisbury April 2 Wilson & Sons, Salisbury
 CASE, ISAAC, High Barnet, Commercial Clerk April 16 Cooper, Budget row
 CLARK-TRAVERS, SIR GUY FRANCIS TRAVERS, Gt Cumberland pl April 14 Barker, Bedford row
 COLE, CALES COURT, Oxford, Photographer May 1 Galpin, Oxford
 COLLINGDON, RICHARD CADELLERY, Muggrove cres, Fulham April 5 Robinson & Son, Lincoln's inn fields
 COLTHURST, THOMAS WARREN, Northam, Devon May 1 Hole & Co, Bideford, Devon
 CORNELL, ROBERT PATRICK, Bamber Bridge, Lancs, Physician April 18 Livesey, Preston
 CRIBBELL, WILLIAM HENRY, West Gorton, Manchester April 12 Bowden & Livesey, Manchester
 DAY, MARY, St Ebbe, Oxford May 1 Galpin, Oxford
 DEVERILL, JOHN, Shough, Builder March 31 Watson, Waldeck rd, Ealing
 DISTRICH, HANS HUGOLT, Baron von Zehmer, Savoy Hotel, Strand April 2 Markby & Co, Coleman road
 DUBLEY, ELIZABETH JANE CHURCH, Oxford May 1 Galpin, Oxford
 ELLIOTT, WILLIAM JAMES LONDON, Upper Knowle, Bristol, Cattle Dealer April 21 Tarr & Sons, Bristol
 FARLOW, HENRY, Frankwell, Shrewsbury March 26 Spratt & Morris, Shrewsbury
 FISHER, ISABELLA MARY, West Norwood April 6 Routh & Co, Southampton st, Bloomsbury
 GARIO, JOHN JEREMIAH, Tottenham, Commercial Traveller April 9 Reddish, Rugby
 HALL, ANN, Wells st, Oxford st April 6 Seeley & Son, South sq, Gray's inn

HARDY, CHARLES EDWARD, Margate April 12 Hills & Shea, Margate
 HEWETT, GEORGE, Buckingham st, Fitzroy sq March 31 Hicks & Co, King st, Covent garden
 HOLMES, ISABELLA, Bradford April 7 Weatherhead & Knowles, Bradford
 HOYDE, ALBERT DE LA, Stonor rd, West Kensington April 12 A B & H Steele, College hill
 ISITT, SIDNEY FREDERICK, Gloucester ter, Hyde Park, Barrister at Law April 20 J B & F Purchase, Regent st
 JACKSON, CHARLES, Elm Park rd, Chelsea, Stationer March 1 Tippetts, Maiden in
 LEA, HENRY, Wem, Salop March 27 Giles, Ellesmere, Salop
 LUCAS, WILLIAM, Wem, Salop, Solicitor April 9 Lucas & Salt, Wem
 MATTHEWS, EDWARD CHARLES, Edgbaston, Birmingham, Solicitor April 16 Mathews & Co, Cannon st
 MAYNE, MARGARET HELE, Clifton Bristol April 2 Wilson & Sons, Salisbury
 MONTAGU OF BEAULIEU, The Right Hon HENRY JOHN BARON, Southampton April 10 Nicholl & Co, Howard st, Strand
 MORRIS, FRANCIS CAROLINE, Salisbury April 5 Attenborough, Walbrook
 MORRIS, JOSEPH, Leamington, Surgeon April 14 Wright & Co, Leamington
 OWEN, SAMUEL, Boscally, Bournemouth April 12 Willmot, Boscally, Bournemouth
 PALMER, JOSHUA PHILIP, Montagu mans, Portman sq March 24 Newman, Fenchurch st
 PARSON, JOSEPH, Liverpool May 1 Yates, Southport
 PARSON, JAMES TOWNLEY, Burnley, Engineer March 31 Southern & Fullalove, Burnley
 PARSON, JANE ANN, Stockport April 7 Johnston, Stockport
 PINDER, GEORGE, Regent April 6 Allward, Gray's inn sq
 PULKINGTON, EDWARD, Harrgate March 31 Tippetts, Maiden in
 PLEISTER, JOHN HENRY, Cavendish rd, Brondesbury, Watchmaker March 25 Pontiff & Co, St Andrew st, Holborn circus
 POOLE, FRANCIS, Lawford, Essex March 27 Synott, Manningtree, Essex
 REDMAN, REBECCA, Haworth, Keighley, Yorks April 2 Farrar & Crowther, Bradford
 ROBINSON, NELSON GEORGE, Manistee, Michigan, U S A March 26 Kirby-Turner, Queen Victoria st
 SCHOLEFIELD, CHARLES JOSHUA, Ryde, I of W March 25 Farrells, Ryde, I of W
 SHARP, JOHN PAUL, Longstone Rectory, nr Cambridge April 15 Slater & Co, Manchester
 SLATER, JAMES ARCHIBALD, High Holborn April 6 Gery & Brooks, Regent st
 SMITH, JOSEPH, Gt Saling, Essex April 2 Wade & Co, Dunmow, Essex
 SMITH, JOSEPH, Bryning with Kellamers, nr Kirkham, Lancs, Farmer April 7 Gaultier, Fleetwood
 SMITH, SARAH, Kelvedon, Essex April 7 Beaumont & Son, Coggeshall
 STEDMAN, SARAH ELIZABETH, Oxford May 1 Galpin, Oxford
 STRICKLAND, FRANCES MARIE, Fwllheli, Carnarvon May 1 Johnson, Theobald's rd, Bedford row
 THOMAS, HORACE, Hove, Sussex April 14 Carleton & Co, Bedford row
 TICKNER, MARY ANN, Putney hill April 10 Townsend & Sharpe, Gray's inn sq
 TOWNSEND, ELLEN JANE, Southport April 14 Brighouse & Co, Southport
 WHITMORE, WILLIAM, Liphook, Hants, Builder April 6 Burley, Petersfield
 WOOD, GEORGE SWINFORD, Conway April 14 Porter & Co, Conway
 WORDSWORTH, THOMAS, Cookham, Berks, Licensed Victualler April 2 Chapman, Gray's inn sq, Holborn

London Gazette.—FRIDAY, March 9.

ABRAHAM, ELLEN, Knarborough, Yorks April 8 Powell & Co, Knarborough
 ARMSTRONG, JANE ANN, New Benwell, Newcastle upon Tyne April 11 Smith, North Shields
 ATKINSON, JANE, Crossgate Peth, Durham March 31 Mawson, Durham
 BALL, EMILY, Hammersmith rd April 21 Pearce & Sons, Giltspur st
 BANNER, JANE, Leyland, Lancs May 1 Rawthorn & Co, Preston
 BIGGS, THOMAS, Stephen's hill, Highgate April 15 Hewitson & Co, Philpot in
 BRISCON, ELIZA GEORGINA PINDER, Liverpool May 5 Woolley & Whitfield, ut Winchester
 CLOSE, LIEUT COL CHARLES STRATHERNE, Evelyn mans, Westminster April 1 Bartlett & Lapse, Cannon st
 DENING, ROY CHARLES, Shanklin, I of W April 14 Bailey, jun, Newport, I of W
 DENNY, HARRIETT, Stroud Green April 7 Arnatt, John st, Bedford row
 EVERETT, WILLIAM SAMUEL, Tunbridge Wells May 1 Herman, Verulam bldgs, Gray's inn
 EVERETT, FANNY, Tunbridge Wells May 1 Herman, Verulam bldgs, Gray's inn
 FITZGERALD, JULIANA MARIA MARY, Unralsco Locarno, Switzerland April 16 Toser & Dell, Teignmouth
 FREEMAN, ERNEST PETER WILLIAMS, Thrapston, Northampton April 8 Rooper & Whately, Lincoln's inn fields
 GARNAR, FRANCES VINE HALL, Leicester April 10 Berridge & Sons, Leicester
 HANDYBIDE, WILLIAM, Jesmond, Newcastle upon Tyne, Fruit Merchant April 7 Ward, Newcastle upon Tyne
 HARTY, MARTHA ANN April 17 Hanbury & Co, Eldon st
 HAWORTH, JOHN, Blackburn April 9 Read & Eastwood, Blackburn
 HAYTER, BENJAMIN, Westbourne ter, North Paddington April 15 Collins & Cook, Edgware rd
 HIGGINS, PETER, Southport, Lancs, Estate Agent April 20 Ashworth & Inman, Manchester
 HOBLEY, HENRY, Chilvers Coton, Warwick, Cordwainer March 24 Blakeway, Nuneston
 HUGHES, WILLIAM, Llanelian, Denbigh April 12 Porter & Co, Colwyn Bay
 ISAAC, BENJAMIN, Albert Hall mans May 5 Mackrell & Co, Cannon st
 JENNINGS, GEORGE, Wallington April 30 Rashleigh & Co, Lincoln's inn fields
 KELLER, WILLIAM, Beeston Hill, Leeds March 24 Tempest, Leeds
 LEE, JOSEPH GODDER, Staveley, Derby, Farmer April 14 Jones & Middleton, Chesterfield
 LEVY, HANNAH, Bassett rd, Ladbroke grove April 16 Montagu & Co, Bucklersbury
 LIVINGSTONE, MONTAGUE JAMES OLIVER, Kings Heath, Worcester, Restaurant Manager March 31 Rowlands & Co, Birmingham
 MCKNIGHT, GEORGE PINDER, Liverpool May 5 Woolley & Whitfield, Gt Winchester st
 MARSDEN, RICHARD, Elland Upper Edge, Halifax, Stone Merchant April 14 Barber & Jesop, Brighouse
 MICHELL, AMBROSE OXLEY, Marazion, Cornwall March 27 Hill, Penance
 MOON, ELIZABETH LUCY, Portadown rd, Malda Vale April 7 Moon & Co, Lincoln's inn fields
 MULLOCK, HENRY, Leytonstone April 10 Dunkerton & Sons, Bedford row
 MURTON, CHARLES, Lyndhurst rd, Peckham, Licensed Victualler March 31 Stooke-Vaughan, Chancery in
 PRESTON, JAMES BUCKSTON, Wilton pl April 9 Preston, Coleman st
 BOWY, J. THOMAS, Bodmin, Cornwall April 16 Toser & Dell, Teignmouth
 SENIOR, JOSEPH COWGILL, Blackpool, Draper's Manager March 16 Robinson, Blackpool
 SINCLAIR, ANDREW, Jesmond, Newcastle upon Tyne, Chartered Accountant April 7 Ward, Newcastle upon Tyne
 SMITH, CATHERINE, Tyne Dock, Durham April 24 Stobo & Livingston, Jarrow
 SMITH, THOMAS, Bradford April 5 Farrar & Crowther, Bradford
 THOMSON, BENNET HILL, Woking April 10 Bartlett, New sq, Lincoln's inn
 THORNTON, RIGHT HON SIR EDWARD, GCB, Tedworth sq April 12 Ashurst & Co, Throgmorton av
 TOMLIN, WILLIAM, Cambridge, Bookseller April 20 Ginn & Matthews, Cambridge
 TOMLINSON, ANNE, Crossens, nr Southport April 10 Pennington & Higson, Liverpool
 TURNER, WILLIAM, Euxton, nr Leyland, Lancs, Farmer April 11 Rawthorn & Co, Preston
 VALIERI, OCTAVIUS, Kensington pk gdns April 9 Westbury & Co, Old Broad st
 WOOD, GEORGE, Old Trafford, nr Manchester April 23 Sale & Co, Manchester
 WRIGHT, HENRY, Lichfield, Timber Merchant April 23 Russell & Sons, Lichfield
 WRIGHT, WILLIAM, 28 John's pk, Holloway April 5 Wells & Sons, South sq, Gray's inn
 YATES, ALEXANDER ROBERT, Waterville, Kennebex, Maine, U S A March 29 Rodgers & Gilbert, Walbrook

Bankruptcy Notices.

London Gazette.—TUESDAY, March 6.

FIRST MEETINGS.

AUSTIN, AMBROS FLATT, Handsworth, Jeweller March 14 at 12 191, Corporation st, Birmingham
BANKS, STEPHEN, Challock, Kent, Farmer March 15 at 9.30 Off Rec, 63, Castle st, Canterbury
BARNES, GEORGE WEST, Wymall, Dr Shepton Mallet, Somerset March 14 at 12.15 Off Rec, 28, Baldwin st, Bristol
BARKWICK, JOHN, Blyth, Northumberland, Fruiterer March 14 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
BIRD, WILLIAM JAMES, Tillington, Stafford, Licensed Victualler March 15 at 10.45 Swan Hotel, Stafford
BOWMAN, JOHN HENRY, Chatham, Dairyman March 19 at 11.30 115, High st, Rochester
BAISTOW, WILLIAM, Gloucester, Cabinet Maker March 17 at 12 Off R.C. Station rd, Gloucester
BRYANT, NELLIE, Folkestone, General Draper March 15 at 11.30 Off Rec, 63, Castle st, Canterbury
BYGATE, JOHN EDWARD, and ALFRED McGRATH, Barnley, Slaters March 14 at 10.30 Off Rec, 7, Regent st, Barnley
CHAPMAN, JOHN GOLDIE, Birkenhead, Cotton Broker's Clerk March 14 at 11 Off Rec, 35, Victoria st, Liverpool
CORRELL, SAMUEL, Stratford, Baker March 19 at 11 Bankruptcy bldg, Carey st
DAVIS, CHARLES, Dorchester, Builder March 20 at 1.30 Off Rec, City chambers, Cathedral st, Salisbury
DAVIES, THOMAS, Waleysdon, Gwaunsecgwrwen, Glam, Blacksmith March 14 at 11.30 Off Rec, 31, Alexandra rd, Swansea
DENNIS, DANIEL, Ventnor, I of W, Blacksmith March 15 at 12 Off Rec, 33A, Holyrod st, Newport, I of W
DUNN, EDWARD SAMUEL, Yeovil, Sweets, Glove Manufacturer March 16 at 2.45 Three Choughs Hotel, Yeovil
FIZ-HERRERT, HORACE, Erdington, Haulier March 19 at 11 191, Corporation bldg, Birmingham
FOSTER, HENRY, Warrup, Notts, Greengrocer March 14 at 12 Off Rec, 4, Castle pk, Park st, Nottingham
GRIFFITH, GRANTHAM, Blaenau Ffestiniog, Monmouth, Engine Driver March 19 at 11.30 Crypt chambers, Eastgate row, Chester
HAWKINS, ELIAS TRASK, Street, Somerset, Grocer March 14 at 12 Off Rec, 23, Baldwin st, Bristol
HICKS, WILLIAM CHARLES, Keynasham Somers't, Licensed Victualler March 14 at 11.45 Off Rec, 26, Baldwin st, Bristol
HOWARTH & Co, R T, Aldermanbury, Warehousemen March 19 at 12 Bankruptcy bldg, Carey st
HUNTER, ROBERT, Union ct, Old Broad st, Accountant March 14 at 12 Bankruptcy bldg, Carey st
JACKSON, JOHN, Hiltwhistle, Northumberland, Aerated Water Manufacturer March 19 at 12 Off Rec, 34, Fisher st, Carlisle
JANVY, WALTER, Elton, Hunts, Licensed Victualler March 16 at 11.45 Law Courts, Peterborough
JONES, DAVID HUGHES, Naningwman, Bedfordshire, Carnation Clerk March 19 at 12 Crypt chambers, Eastgate row, Chester
JONES, MATTHEW EDWARD, Westbourne rd, Forest Hill March 20 at 12 Bankruptcy bldg, Carey st
KNIGHT, THOMAS WALTER, Penzance, Cornwall, Tailor's Cutter March 15 at 12 Off Rec, Bosconen st, Truro
LACEY & SONS, J L, St John's hill, Clapham Junction, Furniture Dealers March 14 at 12.30 152, York rd, Westminster Bridge
LAMBECK, WILLIAM EDWIN, Brynhyfryd, Swansea, Insurance Clerk March 14 at 12 Off Rec, 31, Alexandra rd, Swansea
LANG-SHES, JOHN HENRY, Colchester March 23 at 2 Cups Hotel, Colchester
MARSH, ALBERT BEN, Penn Mills, Yeovil, Somerset, Miller March 16 at 3.15 Three Choughs Hotel, Yeovil
MAY, FELIX HENRY, East Harptree, Somerset March 14 at 11.30 Off Rec, 30, Baldwin st, Bristol
MAYO, R E, Helix gins, Brixton hill, Builder March 16 at 12 Bankruptcy bldg, Carey st
METZ, ISRAEL, Commercial rd, Builder's Merchant March 16 at 11 Bankruptcy bldg, Carey st
MITCHELL, FREDRICK, Ypsilur, Glam, Baker March 15 at 12 135, High st, Merthyr Tydfil
MOTT, HARRY, West Cowes, I of W, Retired Postmaster March 15 at 12.30 Off Rec, 33A, Holyrod st, Newport, I of W
MOUSEHNS, PHILIP, Portland, Stationer March 15 at 1.30 Off Rec, City chambers, Catherine st, Salisbury
PEARCE, GEORGE, Lynton, Devon, Hotel Proprietor March 19 at 3 94, High st, Barnstaple
PARKER, ANDREW DUNCAN, Hollywood rd, Fulham, Jobmaster March 14 at 12 Bankruptcy bldg, Carey st
ROBERTS, JOSEPH, Fenton, Staffs, Grocer March 16 at 11.30 Off Rec, King st, Newcastle, Staffs
SMITH, FREDRICK, Southsea, Hants, Stationer March 15 at 3 Cambridge junc, High st, Portsmouth
STANBROUGH, HENRY EDWARD, Stenhold av, Streatham Hill March 14 at 11.30 132, York rd, Westminster Bridge
TALBOT, GEORGE, Fairlands rd, Matthew Park, Romford rd, Licensed Victualler March 15 at 11 Bankruptcy bldg, Carey st
THACKERAY, WILFRED, Park, Sheffield, General Dealer March 14 at 12 Off Rec, Fytree ln, Sheffield
THEUWISSEN, DESIRE, Exeter, Hairdresser March 15 at 10.30 Off Rec, 9, Bedford circus, Exeter
THOMAS, REBE, Cwmtydach, Glam, Underground Haulier March 15 at 3 135, High st, Merthyr Tydfil
TOWNSEND, MATTHEW, Trinity Farm, Brackensfield, Derby, Farmer March 16 at 11 Off Rec, 47, Fall ct, Derby
TWIGG, TOM, Buryland, Leicester, Grocer March 14 at 11.30 Midland Hotel, Burton on Trent
WALKER, WILLIAM ROBERT, and JAMES HENRY WALKER, Smethwick, Staffs, Builders March 14 at 11 191, Corporation st, Birmingham
WARRICK BROTHERS, High st, Paisley, Leather Merchants March 14 at 11 Bankruptcy bldg, Carey st

WEEKS, T, Stonebridge Park, Willenden, Slate Merchant March 15 at 12 Bankruptcy bldg, Carey st
WOODWARD & Co, Regent st, Surveyors March 14 at 1 Bankruptcy bldg, Carey st

ADJUDICATIONS.

BLISS, ROLAND, Moseley, Birmingham, Stationer Birmingham Pet March 1 1st March 1
BOORMAN, JOHN HENRY, Chatham, Dairyman Rochester Pet March 1 1st March 1
BOOTH, JAMES, Mansfield Woodhouse, Notts, Coal Miner Nottingham Pet March 2 2nd March 2
BROWN, HENRY EDWARD, Wivenhoe, Essex, Grocer Colchester Pet March 1 1st March 1
CLARE, ROBERT, Featherstone st, City rd, Engineer High Court Pet Dec 9 9th Feb 27
COATSORTH, JOHN, Bishop Auckland, Butcher Durham Pet March 3 3rd March 3
COLVILLE, SAMUEL, Forth, Glam, Colliery Engine Driver Pontypridd Pet March 2 2nd March 2
CORRELL, SAMUEL, Stratford, Baker High Court Pet March 1 1st March 1
COULSON, FREDRICK JOHN, Stockton on Tees, Cartwright Stockton on Tees Pet March 2 2nd March 2
DAVIES, JOHN Enoch, Swansea, Grocer's Assistant Swansea Pet March 3 3rd March 3
DENNIS, DANIEL, Ventnor, I of W, Blacksmith Newport Pet Feb 28 28th Feb 28
DENNY, MARY, Lymington, Norfolk, Licensed Victualler Norwich Pet March 1 1st March 1
EDWARDS, MORRIS HENRY, Carnarvon High Court Pet Dec 9 9th March 3
ELDRIDGE, JOE FREDRICK, Folkestone, Boarding house Keeper Canterbury Pet Jan 9 9th March 2
ELIOT, ARTHUR HENRY, Oswestry gins High Court Pet Nov 17 17th March 3
FARRELL, LEONARD, Richmond rd, Baywater, Commission Agent High Court Pet Jan 12 12th March 2
HAMILTON, WILLIAM FREDRICK, Hele, North Bovey, nr Newton Abbot, Devon Exeter Pet Feb 26 26th Feb 26
HEKILL, PETER, High Holborn, Scientific Instrument Maker High Court Pet Feb 22 22nd March 2
HINDS, WILLIAM ALBERT, Bank Bridge, Trelton, Lancs, Cycle Agent Liverpool Pet March 2 2nd March 2
HOWE, JAMES, Pontypridd, Glam, Mason Pontypridd Pet March 2 2nd March 2
HUNT, SAMUEL RADLEY, and ERNEST LEIGH HUNT, Liverpool, Provision Merchants Liverpool Pet March 3 3rd March 3
JONES, THOMAS, Swansea, Painter Swansea Pet March 1 1st March 1
KNIGHT, THOMAS WALTER, Penzance, Cornwall, Tailor's Cutter Truro Pet March 1 1st March 1
MAXTED, HARRY, Howth Green, Milton next Sittingbourne, Kent, Farmer Rochester Pet March 3 3rd March 3
NEW, EDWARD CHARLES, Lechlade, Glos, General Dealer New Swindon Pet March 2 2nd March 2
NICHOLLS, CHARLES EDMUND, Barlow Grange, Derby, Builder Chesterfield Pet March 3 3rd March 3
PARKER, SAMUEL MORRIS, Salisbury, Tobaccoist Salisbury Pet Feb 7 7th March 1
POLLARD, ALBERT HARRY, Normanton, Screener Wakefield Pet March 3 3rd March 3
PRICE, JOHN, and ROBERT JOHN REES, Swansea, Painters Swansea Pet March 1 1st March 1
RAPER, WILLIAM, Brompton, nr Northallerton, Yorks, Railway Labourer Northallerton Pet Feb 25 25th Feb 25
RAWLES, JOSEPH JAMES, Candahar rd, Battersea, Motor Driver Wandsworth Pet March 3 3rd March 3
RICHARDS, DAVID, Ammanford, Carmarthen, Collier Carmarthen Pet March 3 3rd March 3
SANDERS, JOHN HENRY, Bromley, Builder Croydon Pet Jan 11 11th Feb 27
TANNER, BENJAMIN ANN, Mile End rd High Court Pet Jan 8 8th Feb 27
THEUWISSEN, DESIRE, Exeter, Hairdresser Exeter Pet March 2 2nd March 2
WADLEY, WILLIAM EDMUND, Bristol, Clerk Bristol Pet Feb 17 17th March 1
WALTERS, MORGAN, Llettydywydd, Cross Hands, Llanelly, Carmarthen, Boot Dealer Carmarthen Pet Feb 17 17th Feb 28
WIGGIN, BENJAMIN, Aston, Birmingham, Musical Instrument Dealer Birmingham Pet March 2 2nd March 2
WILLIAMS, MOSES, Glandwr, Lledrod, Cardigan, Farmer Aberystwyth Pet March 1 1st March 1

London Gazette.—FRIDAY, March 9.

RECEIVING ORDERS.

ABBOTT, CHARLES EDWARD, Aberavon, Glam, Hay Merchant Neath Pet March 5 5th March 5
ANSAH, ALBERT A OSOOG, Guildford st, Bloomsbury High Court Pet Dec 15 15th March 6
BARNISTER, DAVID, Burnley, Clothlooker Burnley Pet March 7 7th March 7
BARKER, LEONARD PATEMAN, Bedford, Stoneman Bedford Pet Feb 23 23rd March 7
BARKWICK, GEORGE WILLIAM, Abercromby, Glam, Butcher Pontypridd Pet March 7 7th March 7
BATES, ELI, Long Eaton, Derby, Butcher Derby Pet March 5 5th March 5
BAYRETHAL, HENRY, Barkstone gins, Earl's Court, Commission Agent High Court Pet Dec 30 30th March 5
BEARE, ANN, Egholshayle, Cornwall Truro Pet March 5 5th March 5
BENNETT, CATHERINE, Leyland, Lancs, Grocer Bolton Pet March 5 5th March 5
BRENNSTEIN, HARRIS, Southport, Lancs, Jeweller Manchester Pet March 7 7th March 7
BRYNNMAN, ELLIS, Southsea, Hants, Hotel Proprietor Portsmouth Pet March 6 6th March 6
BLAND, JAMES, Battledown, Appleby, Westmorland, Builder Kendal Pet March 6 6th March 6
CAMBON, SAMUEL ALEXANDER, Liverpool, Grocer Liverpool Pet Feb 16 16th March 6
CLAFF, FREDRICK FRANK, Exeter, Butcher Exeter Pet March 5 5th March 5
CROSLAND, T W H, Gerard st, Soho High Court Pet Jan 18 18th March 6

DARRY, JOHN WILLIAM, West Bromwich, Staffs, Bertham Keeper West Bromwich Pet March 5 5th March 5
DAVIES, BENJAMIN, Aberavon, Contractor Neath Pet March 7 7th March 7
DAWE, CHARLES, Cable st, St George's in the East, Provision Dealer High Court Pet March 7 7th March 7
DUCKELL, JOHN, Heston, Bradford, Grocer Bradford Pet March 7 7th March 7
ELLIS, GRIFFITH RAYSON, Penrhynenddrath, Merioneth, Licensed Victualler Portmadoc Pet March 5 5th March 5
FLETCHER, CHARLES AMOS, Kingsbury, Aylesbury, Bucks, Basket Maker Aylesbury Pet March 6 6th March 6
GIBSON, EDWARD RAMEY, Colwyn Bay, Denbigh, Bookseller Bangor Pet March 6 6th March 6
GRAVES, JOHN TURNER, Leeds, Greengrocer's Assistant Leeds Pet March 3 3rd March 3
HEATH, ARTHUR EDWARD, Camborne, Cornwall, Fruiterer Truro Pet March 7 7th March 7
HUMPHRESON, WALTER, Huddersfield, Upholsterer Huddersfield Pet March 5 5th March 5
HUMPHREYS, HUMPHRY RICHARD, Penrhynenddrath, Merioneth, Boot Dealer Portmadoc Pet March 5 5th March 5
HUTCHES, STEPHEN, Watford, Hertford, Fish Frier & Albans Pet March 5 5th March 5
IVRY, HARRY, Eastbourne, Greengrocer Eastbourne Pet Feb 20 20th March 6
JAMESON, THOMAS, Sunderland, Fruiterer Sunderland Pet March 5 5th March 5
KETLEY, ENOCH EDWIN, Bargoed, Glam, Butcher Merthyr Tydfil Pet March 7 7th March 7
KIRBY, STEPHEN HARRIS, Kingston upon Hull, Auctioneer Kingston upon Hull Pet March 3 3rd March 3
LEIGH, SIMON, Kingston upon Hull, Tailor Kingston upon Hull Pet March 7 7th March 7
LISTER, HOWARD SPAFFORD, Sheffield, Pork Butcher Sheffield Pet March 5 5th March 5
LOEFFLER, ROSE, Pontypool, Mon, Dressmaker Newport, Mon Pet March 7 7th March 7
LYON, WALTER VICTOR SIMMONS, Shaftesbury av High Court Pet June 23 23rd June 23
MARSHALL, WILLIAM THOMAS, Bellevue rd, New Southgate, Plate Glass Merchant High Court Pet March 6 6th March 6
MARTIN, ARTHUR, West Maroon, Essex, Carpenter Colchester Pet March 6 6th March 6
MAYLAND, WILLIAM THOMAS, Newcastle under Lyme, Box Dealer Hanley Pet Feb 21 21st March 7
MIDDLETON, JOSEPH CHARLES, Ramsey, Hunts, Fetal Merchant Peterborough Pet March 6 6th March 6
OSBORNE, THOMAS, Plymouth, Butcher Plymouth Pet March 7 7th March 7
PETERS, JAMES, Thringstone, Leicester, Spar Manufacturer Burton on Trent Pet March 5 5th March 5
RADFORD, ROWLAND, Burton on Trent, Fruiterer Burton on Trent Pet March 5 5th March 5
READING, JOHN, Barnes, Builder Wandsworth Pet Feb 16 16th March 6
RICHARDSON, THOMAS, Bournemouth, Cab Driver Poole Pet March 6 6th March 6
RISDALE, JOHN W, Cornhill, Insurance Broker High Court Pet Feb 8 8th March 7
SAUNDERS, GEORGE HENRY, Cleveland mews, Fitzroy sq, Carman High Court Pet March 7 7th March 7
TOWNSEND, GEORGE, Barnes, Builder Wandsworth Pet Feb 16 16th March 6
TOWER, GEORGE WILLIAM, Gt Grimsby Gt Grimsby Pet March 5 5th March 5
WALMSLEY, GEORGE DOXOR, Accrington, Solicitor Blackburn Pet Feb 23 23rd March 7
WATKINS, ARTHUR, Llanbadoc, Glam, Ironmonger Pontypridd Pet March 5 5th March 5
WILES, HORACE WILLIAM, Newington next Sittingbourne, Kent, Tailor Rochester Pet March 5 5th March 5
WILLIAMS, ROSEFORD, Hyde, I of W Newport Pet March 3 3rd March 3
WILLIAMS, GEORGE, Leigh, Lancs, Boot Dealer Bolton Pet March 5 5th March 5
WILSON, SAMUEL, Praed st, Paddington, Dining room Proprietor High Court Pet March 7 7th March 7
WOODS, WILLIAM PERCY, Victoria grove, Stoke Newington High Court Pet March 7 7th March 7
WRIGHT, GEORGE ALFRED, Blackpool, Bookbinder Preston Pet March 7 7th March 7

ADJUDICATIONS.

ANSAH, ALBERT A OSOOG, Guildford st, Bloomsbury March 23 at 1 Bankruptcy bldg, Carey st
BAYRETHAL, HENRY, Barkstone gins, Earl's Court, Commission Agent March 23 at 12 Bankruptcy bldg, Carey st
BEARE, ANN, Egholshayle, Cornwall March 17 at 10 Off Rec, Bowcawen st, Truro
BENNETT, CATHERINE, Leyland, Lancs, Grocer March 20 at 3 19, Exchange st, Bolton
BISHOP, FRANK, Bessing, Mon, Coal Merchant March 21 at 12 Off Rec, 144, Commercial st, Newport, Mon
CLAFF, FREDRICK FRANK, Exeter, Butcher March 22 at 10.30 Off Rec, 9, Bedford circus, Exeter
COLVILLE, SAMUEL, Forth, Glam, Colliery Engine Driver March 19 at 12 135, High st, Merthyr Tydfil
CROSLAND, T W H, Gerard st, Soho March 23 at 11 Bankruptcy bldg, Carey st
DENNY, MARY, Lymington, Norfolk, Licensed Victualler March 17 at 11 Off Rec, 3, King st, Norwich
DROFIELD, MARY, Burnley, Clogger March 19 at 11 Off Rec, 14, Chapel st, Preston
FLOWER, ALEXANDER JEFFISON, Swadcliffe, nr Banbury, Oxford March 20 at 1 Bankruptcy bldg, Carey st
FOSTER, HENRY GODWIN, New Broad st, Timber Merchant March 19 at 11 Bankruptcy bldg, Carey st
GRAVAYS, JOHN TURNER, Leeds, Greengrocer's Assistant March 19 at 11 Off Rec, 22, Park row, Leeds
GRETTON, ROBERT EDWARD, Thundersley pk rd, South Benfleet, Essex Commercial Clerk March 19 at 3 14, Bedford row
HOWE, JAMES, Pontypridd, Glam, Mason March 19 at 3 135, High st, Merthyr Tydfil
HUGHES, OWEN, Ty Ucha, Felleywood, Llanrwst, Denbigh, Miller March 21 at 3 Eagles Hotel Llanrwst

HUNTLEY, STEPHEN, Watford, Herts, Fish Frier March 19 at 12 Off Rec, 14, Bedford row
 JOHNSON, FRANCIS WOODS, Middlewich, Solicitor March 19 at 11.15 Royal Hotel, Crewe
 JONES, HENRY ROBERT, HM Prison, Wandsworth March 20 at 11 Bankruptcy bldgs, Carey st
 JONES, WILLIAM HENRY JAMES, Weynesbury March 20 at 11.30 Off Rec, Wolverhampton
 MAYNED, HARRY, Howth Green, Milton next Sittingbourne, Kent, Farmer March 19 at 12 115, High st, Rochester
 NEW, EDWARD CHARLES, Lechlade, Glos, General Dealer March 17 at 11 Off Rec, 38, Regent circus, Swindon
 OLLIER, THOMAS HENRY, Crewe, Millwright March 19 at 12 Royal Hotel, Crewe
 PATERSON, JOHN, West Hartlepool, Durham, Master Mariner March 19 at 3 Off Rec, 3, Manor pl, Sunderland
 PIPER, EDWARD CHARLES, Lowestoft, Builder March 17 at 12.30 Off Rec, 6, King st, Norwich
 PIRNIE, MARY ANN, Blackpool, Lodging house Keeper March 19 at 10.30 Off Rec, 14, Chapel st, Preston
 POLARD, ALBERT HARRY, Nottingham, Screener March 19 at 11 Off Rec, 6, Bond row, Wakefield
 RAJES, WILLIAM, Brompton, nr Northallerton, Yorks, Railway Labourer March 25 at 11.30 Court house, Northallerton
 REYNOLDS, DAVID, Ammanford, Carmarthen, Collier March 17 at 12.15 Off Rec, 4, Queen st, Carmarthen
 ROBERTS, WILLIAM, Southsea, nr Wrexham, Denbigh, Collier March 19 at 12.15 Crypt chambers, Eastgate row, Chester
 ROGERS, ROSE CATHERINE, Weymouth, Provision Merchant March 20 at 2.15 Off Rec, City chambers, Catherine st, Salisbury
 SANDERS, GEORGE HENRY, Cleveland mews, Fitzroy sq, Camden March 19 at 11 Bankruptcy bldgs, Carey st
 SHELTON, EDWARD NORTON, Seacombe, Chester, Shipping Clerk March 20 at 11 Off Rec, 35, Victoria st, Liverpool
 STEPHENS, JOHN, Cwmavon, Glam, Collier March 17 at 11 Off Rec, 31, Alexandra rd, Swansea
 WATKINS, ARTHUR, Llanbradach, Glam, Ironmonger March 21 at 11 135, High st, Merthyr Tydfil
 WILKS, HORACE WILLIAM, Newington next Sittingbourne, Kent, Carter March 19 at 11 115, High st, Rochester
 WILLIAMS, GEORGE, Leigh, Lancs, Boot Dealer March 19 at 3 19, Exchange st, Bolton

Amended notice substituted for that published in the London Gazette of Feb 26:
 FOSTER, HENRY, Warsop, Notts, Greengrocer March 14 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

ADJUDICATIONS.

ABBOTT, CHARLES EDWARD, Aberystwyth, Glam, Hay Merchant Aberystwyth Pet March 5 Ord March 5
 BARNISTER, DAVID, Burnley, Clothlooker Burnley Pet March 7 Ord March 7
 BARKER, HAROLD ALBERT LOMAS, Ebbw, nr Shipley, Yorks Feltmonger Leeds Pet Nov 29 Ord March 6
 BARWICK, GEORGE WILLIAM, Aberystwyth, Glam, Butcher Pontypridd Pet March 7 Ord March 7
 BATES, RLL, Long Eaton, Derby, Butcher Derby Pet March 5 Ord March 5
 BEAL, ANNE, Egglestone, Cornwall Truro Pet March 5 Ord March 5
 BENNETT, CATHERINE, Leyland, Lancs, Grocer Bolton Pet March 5 Ord March 5
 BERNYMAN, ELLEN, Southsea, Hants, Hotel Proprietor Portsmouth Pet March 6 Ord March 6
 BLAND, JAMES, Appleby, Westmoreland, Builder Kendal Pet March 6 Ord March 6
 CLAPP, FREDERICK PRANCE, Exeter Butcher Exeter Pet March 5 Ord March 5
 COCK, JOHN LUCAS, ASTLEY, Chicago, USA High Court Pet March 6 Ord July 14
 DABY, JOHN WILLIAM, West Bromwich, Staffs, Beerhouse Keeper West Bromwich Pet March 5 Ord March 5
 DAVIES, BENJAMIN, Aberystwyth, Postmaster Aberystwyth Pet March 7 Ord March 7
 DUCKLES, JOHN, Heaton, Bradford, Grocer Bradford Pet March 7 Ord March 7
 ELLIS, GRIFITH RAWSON, Penrhynendendrach, Merioneth, Licensed Victualler Postmadoc Pet March 6 Ord March 6
 ENSLINDER, ADOLPH, and HENRY GEORGE SEARLE, Marc at Hackney, Bamboo Furniture Manufacturers High Court Pet Feb 16 Ord March 5
 FLETCHER, CHARLES AMOS, Kingsbury, Aylesbury, Basket Maker Aylesbury Pet March 6 Ord March 6
 FOWLER, GEORGE VERNON, Phoenix st High Court Pet Nov 29 Ord March 5
 GIBSON, EDWARD RABBY, Colwyn Bay, Denbigh, Bookseller Bangor Pet March 6 Ord March 6
 GRABVAS, JOHN TURNER, Leeds, Greengrocer's Assistant Leeds Pet March 3 Ord March 3
 HARTMAN, OTTO, Seething in, Druggists' Sundriesman High Court Pet Jan 10 Ord March 5
 HEATH, ARTHUR EDWARD, Camborne, Cornwall, Fruiterer Truro Pet March 7 Ord March 7
 HICKS, WILLIAM ALBERT, Tydd Saint Mary, Lincoln, Farmer King's Lynn Pet Feb 15 Ord March 7
 KIRBY, STONEY HENRY, Kingston upon Hull, Auctioneer Kingston upon Hull Pet March 5 Ord March 5
 LEIGH, SHERIDAN, Kingston upon Hull, Tailor Kingston upon Hull Pet March 7 Ord March 7

LISTER, HOWARD SPAFFORD, Sheffield, Pork Butcher Sheffield Pet March 5 Ord March 5
 LORTFELER, ROSE, Pontypool, Mon, Dressmaker Newport, Mon Pet March 7 Ord March 7
 MARTIN, ARTHUR, West Mersea, Essex, Carpenter Colchester Pet March 6 Ord March 6
 MIDDLETON, JOSEPH CHARLES, Ramsay, Huntingdon, Potato Merchant Peterborough Pet March 6 Ord March 6
 OSBORNE, THOMAS, Plymouth, Butcher Plymouth Pet March 7 Ord March 7
 OTTAWAY, JOHN BETTS, Newington Butts, Restaurant Proprietor High Court Pet Feb 23 Ord March 5
 PADGETT, HARRY, Eastbourne, Cycle Dealer Eastbourne Ord March 6
 PETERS, JAMES, Thringstone, Leicester, Spar Manufacturer Burton on Trent Pet March 5 Ord March 5
 PERCIVAL, AMBROSE DUNCAN, Hollywood rd, Fulham rd, Jobmaster High Court Pet Jan 4 Ord March 7
 RADFORD, ROWLAND, Burton on Trent, Fruiterer Burton on Trent Pet March 5 Ord March 5
 RICHARDSON, THOMAS, Bournemouth, Cab Driver Poole Pet March 6 Ord March 6
 SANDERS, GEORGE HENRY, Cleveland mews, Fitzroy sq, Camden High Court Pet March 7 Ord March 7
 TOWNS, GEORGE WILLIAM, Gt Grimsby Gt Grimsby Pet March 5 Ord March 5
 TWEANMAN, A. J., South Yarra, Victoria, Australia, Builder High Court Pet Sept 25 Ord March 1
 WATKINS, ARTHUR, Llanbradach, Glam, Ironmonger Pontypridd Pet March 5 Ord March 5
 WILKS, HORACE WILLIAM, Newington next Sittingbourne, Kent, Carter March 19 at 11 115, High st, Rochester
 WILLIAMS, GEORGE, Leigh, Lancs, Boot Dealer March 19 at 3 19, Exchange st, Bolton
 WILLIAMS, GEORGE, Leigh, Lancs, Boot Dealer Bolton Pet March 5 Ord March 5
 WILSON, SAMUEL, Praed st, Paddington, Dining Room Proprietor High Court Pet March 7 Ord March 7
 WOODS, WILLIAM PERCY, Victoria grove, Stoke Newington High Court Pet March 7 Ord March 7
 WRIGHT, GEORGE ALFRED, Blackpool, Bookbinder Preston Pet March 7 Ord March 7

Amended notice substituted for that published in the London Gazette of Feb 23:
 PARKER, VERNON, and THOMAS STYMON TRELLOAR TRELLOARS, Victoria st, Westminster, Contractors High Court Pet Dec 29 Ord Feb 21

Amended notice substituted for that published in the London Gazette of Feb 30:
 MACKINTOSH, ANDREW EDWIN, Rugby, Acting Theatrical Manager Coventry Pet Feb 15 Ord Feb 15

London Gazette, —TUESDAY, March 13

RECEIVING ORDERS.

ALCOCK, WILLIAM MIDDLETON, Ingleby Greenhow, Yorks, Farmer Stockton on Tees Pet March 7 Ord March 7
 BROOME, EDWIN HENRY, Kidderminster, General Dealer Kidderminster Pet March 8 Ord March 8
 BUTTON, CHARLES HERBERT, Marylebone rd, Dealer in Garden Ornaments High Court Pet March 10 Ord March 10
 COLLITT, JOSHUA, Stockton on Tees, Toy Merchant Stockton on Tees Pet Feb 23 Ord March 7
 DELT, THOMAS ANDREW, Surbiton, Butcher Kingston, Surrey Pet Feb 19 Ord March 8
 EVANS, WILLIAM, Wood Green, nr Weynesbury, Farmer Walsall Pet March 7 Ord March 7
 FISHER, JOSEPH, Lee Briggs, Altofts, nr Normanton, Fitter Wakefield Pet March 8 Ord March 8
 FLACK, CHARLES HORATIO, St John's hill, Wandsworth, Architect High Court Pet Nov 20 Ord March 9
 FREEMAN, ISAAC, and ABRAHAM FREEMAN, Leeds, Wholesale Clothiers Leeds Pet March 9 Ord March 9
 GABBY, GEORGE FREDERICK, Worcester Park, Stockbroker Croydon Pet Feb 13 Ord March 6
 GILBERT, JOSEPH, and JAMES SAUNDERS, Tempest Hey, Liverpool, Woolbrokers Liverpool Pet Feb 19 Ord March 8
 GREENWOOD, HANNAH, Clough Bank, Chesham, Lancs, Corn Dealer Blackpool Pet Feb 9 Ord March 9
 HART, GEORGE, Alvanston, Derby, Grocer Derby Pet March 9 Ord March 9
 HERBERT, ERNEST ARTHUR STONEY, Keysoe, Beds, Coach-builder Bedford Pet March 9 Ord March 9
 HOLLOWAY, HENRY THOMAS PETER, Weedon, Northampton, Licensed Victualler Northampton Pet March 10 Ord March 10
 HOLMES, WILLIAM ERNEST, Rotherham, Yorks, Grocer Sheffield Pet March 9 Ord March 8
 HOOKMAN, ALFRED, Station parade, Willenden Green, Builder High Court Pet Feb 15 Ord March 9
 HUTCHINSON, ELIZABETH, Wimbledon Park parade High Court Pet Feb 15 Ord March 9
 HUTCHINSON, WILLIAM, Dringhouses Moor, Yorks, Dairyman York Pet March 10 Ord March 10
 LEITCH, JOHN THOMAS, Shanklin, I of W, Boat Dealer Newport Pet March 8 Ord March 8
 LIGHTOWLER, HENRY, Bradford, Grocer Bradford Pet March 8 Ord March 8
 PERCIVAL, FREDERICK, Ilkeston, Derby, Ironmonger Derby Pet March 7 Ord March 7
 RILEY, EDWARD LAWIS, Burnley, Carpenter Burnley Pet March 9 Ord March 9
 ROWLANDS, THOMAS LLOYD, Llanfarian, Llanychaearn, Cardigan, Police Constable Aberystwyth Pet March 9 Ord March 9
 RUSHWORTH, TOM HENRY, Buxton, Derby, Coach Driver Stockport Pet March 9 Ord March 9
 SHAKES, CHARLES, Keyham, Devonport, Ironmonger Plymouth Pet March 9 Ord March 9
 SHIPP, FREDERICK, Myrtle t, Hoxton High Court Pet Feb 1 Ord March 8
 STRETTON, PHILIP RUSTACE, Cranbrook, Kent, Artist Hastings Pet Feb 22 Ord March 6
 TATTERSALL, GEORGE EDWARD, Manchester, Stationer Manchester Pet March 9 Ord March 8
 TURNER, FREDERICK WILSON, Horsforth, nr Leeds, Painter Leeds Pet March 7 Ord March 7

WALTON, JOSEPH ANDREW, and JOHN STANDLEY WALTON, Newcastle on Tyne, Fruit Merchants Newcastle on Tyne Pet March 7 Ord March 7
 WILLIAMS, DAVID RUSSELL, Maencloch-y, Pembroke, Schoolmaster Pembroke Dock Pet March 10 Ord March 10
 WILSON, FREDERICK, Saxlingham, Nethergate, Norfolk, Farmer Norwich Pet March 5 Ord March 5
 WIPFENY, EDWARD, Manningham, Bradford, Tailor Bradford Pet March 2 Ord March 10

Amended notice substituted for that published in the London Gazette of March 9:

BERNSTEIN, HARRIS, Southport, Jeweller Manchester Pet March 7 Ord March 7

FIRST MEETINGS.

ALCOCK, WILLIAM MIDDLETON, Ingleby Greenhow, Yorks, Farmer March 21 at 3 Off Rec, 8, Albert rd, Middlebrough
 BARWICK, GEORGE WILLIAM, Aberystwyth, Glam, Butcher March 22 at 12 135, High st, Merthyr Tydfil
 BERRY, JOHN, Westbourne, Bournemouth, Estate Agent March 21 at 2.30 Off Rec, Midland Bank chambers, High st, Southampton
 BERNYMAN, ELLEN, Southsea, Hants, Hotel Proprietor March 22 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 BLISS, ROLAND, Moseley, Birmingham, Stationer March 21 at 11 191, Corporation st, Birmingham
 BROWN, ERNEST EDWARD, Wivenhoe, Essex, Grocer March 23 at 2.15 Cape Hotel, Colchester
 CALLOW, FRANCIS JOHN, Clifton, Bristol, Baker March 21 at 11.30 Off Rec, 28, Baldwin st, Bristol
 COATS-WORTH, JOHN, Eldon Lane, nr Bishop Auckland, Durham, Butcher March 21 at 3 Off Rec, 3, Manor pl, Sunderland
 COULSON, FREDERICK JOHN, Stockton on Tees, Cartwright March 21 at 3 Off Rec, 8, Albert rd, Middlebrough
 CROSBY, ELIZABETH, Andwell, Lytham, Lancs, Yarn Agent March 21 at 10.30 Off Rec, 14, Chapel st, Preston
 DAVIES, BENJAMIN, Aberystwyth, Glam, Contractor March 21 at 2.30 Off Rec, 31, Alexandra rd, Swansea
 DAVIES, JOHN ENOCH, Swansea, Grocer's Assistant March 23 at 12.30 Off Rec, 31, Alexandra rd, Swansea
 DAWES, CHARLES, Cable st, St George's in the East, Provision Dealer March 26 at 11 Bankruptcy bldgs, Carey st
 DUCKLES, JOHN, Heaton, Bradford, Grocer March 21 at 3 Off Rec, 29, Tytl st, Bradford
 FISHER, JOSEPH, Lee Briggs, Altofts, nr Normanton, Fitter March 21 at 11 Off Rec, 6, Bond row, Wakefield
 FREEMAN, ISAAC, and ABRAHAM FREEMAN, Leeds, Clothiers March 21 at 11.30 Off Rec, 22, Park row, Leeds
 HAMILTON, WILLIAM FREDERICK, Hele, North Bovey, nr Newton Abbot, Devon March 29 at 10.30 Off Rec, 9, Bedford circus, Exeter
 HEATH, ARTHUR EDWARD, Camborne, Cornwall, Fruiterer March 22 at 12 Off Rec, Boscawen st, Truro
 HINDS, WILLIAM ALBERT, Tarncliffe, Lancs, Cycle Agent March 21 at 2.30 Off Rec, 31, Victoria st, Liverpool
 HOOKMAN, ALFRED, Station parade, Willenden Green, Builder March 26 at 12 Bankruptcy bldgs, Carey st
 HUMPHREYS, WALTER, Fartown Green, Huddersfield, Upholsterer March 24 at 3 Off Rec, Presidential bldgs, New st, Huddersfield
 HUTCHINSON, ELIZABETH, Wimbledon park parade March 21 at 2.30 Bankruptcy bldgs, Carey st
 IVRY, HARRY, Eastbourne, Greengrocer March 27 at 2 County Court Office, Seaside rd, Eastbourne
 JAMESON, THOMAS, Sunderland, Fruiterer March 21 at 2.30 Off Rec, 3, Manor pl, Sunderland
 JONES, THOMAS, Swansea, Painter March 23 at 11.30 Off Rec, 31, Alexandra rd, Swansea
 KETLEY, ENOCH EDWIN, Bargoed, Glam, Butcher March 26 at 12 135, High st, Merthyr Tydfil
 LEE, WILLIAM, and JOSEPH LEE, Halifax, Hay Merchants March 21 at 3 Off Rec, Town Hall chambers, Halifax
 LIGHTOWLER, HENRY, Bradford, Grocer March 22 at 3 Off Rec, 29, Tytl st, Bradford
 LISTER, HOWARD SPAFFORD, Sheffield, Pork Butcher March 22 at 12 Off Rec, Figure in, Sheffield
 LYNX, WALTER VICTOR SHERMAN, Shaftesbury av March 21 at 12 Bankruptcy bldgs, Carey st
 MARSHALL, WILLIAM THOMAS, Bellevue rd, New Southgate, Plate Glass Merchant March 21 at 11 Bankruptcy bldgs, Carey st
 MARTIN, ARTHUR, West Mersea, Essex, Carpenter March 23 at 11 Cape Hotel, Colchester
 NICHOLS, CHARLES EDWARD, Barlow Grange, Derby, Builder March 23 at 12.15 Angel Hotel, Chesterfield
 PADGETT, HARRY, Eastbourne, Cycle Dealer March 27 at 1.45 County Court Office, Seaside rd, Eastbourne
 PENNINGTON, JOHN, St Helena, Lancs, Builder March 22 at 11.30 Off Rec, 35, Victoria st, Liverpool
 PERCIVAL, FREDERICK, Ilkeston, Derby, Ironmonger March 21 at 11 Off Rec, 47, Fall st, Derby
 PETERS, JAMES, Thringstone, Leicester, Spar Manufacturer March 21 at 11.30 Midland Hotel, Station st, Burton on Trent
 PRICE, JOHN, and ROBERT JOHN REES, Swansea, Painters March 23 at 12 Off Rec, 31, Alexandra rd, Swansea
 RAWLES, JOSEPH JAMES, Camdunham rd, Battersea, Motor Driver March 21 at 11.30 132, York rd, Westminster Bridge
 RIDGDALE, JOHN W, Cornhill, Insurance Broker March 21 at 12 Bankruptcy bldgs, Carey st
 SHIPP, FREDERICK, Myrtle t, Hoxton March 22 at 1 Bankruptcy bldgs, Carey st
 SMITH, FREDERICK OLIPHANT, and STONEY FRANCIS SMITH, Handsworth, Provision Merchants March 21 at 12 191, Corporation st, Birmingham
 TOWSE, GEORGE WILLIAM, Gt Grimsby March 22 at 11 Off Rec, St Mary's chambers, Gt Grimsby
 TURNER, FREDERICK WILSON, Horsforth, nr Leeds, Painter March 21 at 11 Off Rec, 22, Park row, Leeds
 WALTON, JOSEPH ANDREW, and JOHN STANDLEY WALTON, Newcastle on Tyne, Fruit Merchants March 21 at 11.30 Off Rec, 30, Moseley st, Newcastle on Tyne

WILLIAMS, MOORE, Glandwr, Lledrod, Cartigan, Farmer
March 30 at 2.15 Town Hall, Aberystwyth
WILSON, SAMUEL, Praed st, Paddington, Dining Room
Proprietor March 22 at 11 Bankruptcy bldg, Carey st
WINTER, EDWARD, Manningham, Bradford, Tailor March
21 at 3.30 Off Rec, 29, Tyrell st, Bradford
WOODS, WILLIAM PEARCE, Victoria grove, Stoke Newington
March 22 at 12 Bankruptcy bldg, Carey st

Amended notice substituted for that published in the
London Gazette of March 6:

FITZHERBERT, HORACE, Edington, Warwick, Haulier
March 23 at 12 191, Corporation st, Birmingham

ADJUDICATIONS.

ALCOCK, WILLIAM MIDDLETON, Ingleby Greenhow, Yorks,
Farmer Stockton on Tees Pet March 7 Ord March 7
BERNSTEIN, HARRIS, Southport, Jeweller Manchester Pet
March 7 Ord March 8
BEWICK, JOHN, Blyth, Northumberland, Fruiterer New-
castle on Tyne Pet March 1 Ord March 7
BROKE, EDWIN HENRY, Kidderminster, General Dealer
Kidderminster Pet March 8 Ord March 8
BUTTON, CHARLES HENRIET, Marylebone rd, Dealer in
Garden Ornaments High Court Pet March 10 Ord
March 10
CALLOW, FRANCIS JOHN, Clifton, Bristol, Baker Bristol
Pet March 2 Ord March 2
CARSON, SAMUEL ALEXANDER, Liverpool, Grocer Liverpool
Pet Feb 16 Ord March 9
COX, HENRY MORETON, Borough High st, Contractor High
Court Pet Jan 11 Ord March 6
CHAMBER-BYNG, ALFRED MOLYNEUX, Quendon, Essex
Cambridge Pet Dec 16 Ord March 10
CROSS, W. H., Fulham rd, Shirt Maker High Court Pet
Jan 25 Ord March 5
DAVE, CHARLES, Cable st, St George's in the East, Provi-
sion Dealer High Court Pet March 7 Ord March 8
ELLIS, FRANCIS EDWIN, Stockfield rd, Streatham, Photo-
graphic Artist Wandsworth Pet July 17 Ord March 8
EVANS, WILLIAM, Wood Green, nr Wednesbury, Farmer
Walsall Pet March 7 Ord March 7
FISHER, JOSEPH, Lee Bridge, Alkford, nr Northampton, Fitter
Walsall Pet March 8 Ord March 8
FLINT, HERBERT ARTHUR, Gower st, Merchant High Court
Pet Feb 22 Ord March 7
FOSTER, JOSEPH HENRY GODWIN, New Broad st, Timber
Merchant High Court Pet Jan 11 Ord March 8
FREEMAN, ISAAC, and ABRAHAM FREEMAN, Leeds, Clothiers
Leeds Pet March 9 Ord March 9
GATES, JOHN, Claypath, Durham, Licensed Victualler
Durham Pet Feb 14 Ord March 7
GERREY, HENRY, Martin's ls, Cannon st, Iron Merchant
High Court Pet Feb 7 Ord March 7
HART, GEORGE ALFRED, Derby, Grocer Derby Pet
March 9 Ord March 9
HERBERT, ERNEST ARTHUR SYDNEY, Keynse, Beds, Coach
Builder Bedford Pet March 9 Ord March 9
HOLLOWAY, HENRY THOMAS PATE, Weedon, Northampton,
Licensed Victualler Northampton Pet March 10
Ord March 10
HOLMES, WILLIAM ERNEST, Rotherham, Yorks, Grocer
Sheffield Pet March 8 Ord March 8
HUTCHINSON, WILLIAM, Dringhouses Moor, Yorks, Dairy-
man York Pet March 10 Ord March 10
JOHNSON, FRANCIS WOODS, Middlewich, Solicitor Nantwich
Pet Feb 8 Ord March 9
LEITCH, JOHN THOMAS, Shanklin, I of W, Boot Dealer
Newport Pet March 8 Ord March 8
LIGHTFOOT, HENRY, Bradford, Grocer Bradford Pet
March 8 Ord March 8
MARSHALL, WILLIAM THOMAS, Bellevue rd, New Southgate,
Plate Glass Merchant High Court Pet March 6 Ord
March 10
MAYO, RICHARD EDWIN, Helix gdns, Brixton hill, Builder
High Court Pet Oct 7 Ord March 9
MAY, ISRAEL, Commercial rd, Builders Merchant High
Court Pet Feb 8 Ord March 8
PASCIVAL, FREDERICK, Ilkeston, Derby, Ironmonger Derby
Pet March 7 Ord March 7
RILEY, EDWARD LEWIS, Burnley, Carpenter Burnley Pet
March 9 Ord March 9
RUSHWORTH, TOM HENRY, Buxton, Coach Driver Stockport
Pet March 9 Ord March 9
SHANKS, CHARLES, Keyham, Devonport, Ironmonger
Plymouth Pet March 9 Ord March 9
SHIP, FREDERICK, Myrtle st, Hoxton High Court Pet
Feb 1 Ord March 10
SMITH, CHARLES, WILLIAM SMITH, and NOEL SMITH, Beck-
bury, Shifnal, Salop, Farmers Madeley Pet Feb 10
Ord March 8
STRETTON, PHILIP EUSTACE, Cranbrook, Kent, Artist
Hastings Pet Feb 22 Ord March 9
TURNER, FREDERICK WILSON, Horsforth, nr Leeds, Painter
Leeds Pet March 7 Ord March 7
WARRICK, HENRY ALBERT, High st, Plaistow, Leather
Merchant High Court Pet Feb 5 Ord March 8
WHEATLEY, ALBERT EDWARD, St George's rd, Camberwell,
Licensed Victualler High Court Pet Jan 8 Ord
March 8
WHITTAKER, CHARLES GUSTAVUS, Mornington av mansions,
West Kensington High Court Pet Jan 2 Ord March 9
WYATT, THOMAS, Blyth, Northumberland, Clothier New-
castle upon Tyne Pet Feb 21 Ord March 8
WILLIAMS, DAVID RUSSELL, Maesloch, Pembroke,
Schoolmaster Pembroke Dock Pet March 10 Ord
March 10
WILSON, FREDERICK, Saxlingham, Nethergate, Norfolk,
Farmer Norwich Pet March 8 Ord March 8
WOODWARD, JAMES, Regent st, Surveyor High Court Pet
Jan 2 Ord March 8

Amended notice substituted for that published in the
London Gazette of March 6:

KNIOT THOMAS WALTER, Penzance, Cornwall, Tailor's
Cutter Truro Pet March 1 Ord March 1

SALE DAYS FOR THE YEAR 1906.

Messrs.

FAREBROTHER, ELLIS, EGERTON,
BREACH, GALSWORTHY, & CO.

beg to announce that the undermentioned dates have been
fixed for their AUCTIONS of FREEHOLD, Copyhold, and
Leasehold ESTATES, Reversions, Shares, Life Interests,
&c., at the AUCTION MART, Tokenhouse-yard, E.C.

Other appointments for intermediate Sales can also be
arranged.

Thursday, April 12	Thursday, July 12
Thursday, April 26	Tuesday, July 17
Thursday, May 3	Thursday, July 26
Thursday, May 10	Thursday, August 2
Tuesday, May 15	Thursday, September 27
Thursday, May 31	Thursday, October 11
Thursday, June 7	Thursday, October 25
Tuesday, June 12	Thursday, November 8
Thursday, June 14	Thursday, November 23
Thursday, June 21	Thursday, December 6
Thursday, June 28	Thursday, December 13
Thursday, July 5	

A List of forthcoming Sales by Auction is published in
the advertisement columns of "The Times" and "Morn-
ing Post" every Saturday.
Messrs. Farebrother, Ellis, & Co. also issue on the 1st of
every Month a SCHEDULE OF PROPERTIES TO BE
LET OR SOLD, comprising landed and residential estates,
farms, freehold and leasehold houses, town and country
building land, City offices and warehouses, ground-rents,
and investments generally, which will be forwarded free
of charge. A carefully-revised register of applicants
wants is kept, and details of requirements are especially
invited from those seeking properties, &c., to whom
particulars of suitable places are sent from time to time.
Applications should be made to their Offices, No. 29, Fleet-
street, Temple-bar, E.C.

THEATRES.

ADELPHI.

THIS EVENING, at 8.15, A MIDSUMMER NIGHT'S
DREAM: Lily Brayton, Nita Faydon, Frances Dillon,
Barton, Robertson, Cawley, James, Horaby, and Eliza-
beth Parkins; Oscar Asche, Hampden, Brydson, Rock,
Hignett, Penny, Kites, Souper, Grimwood, Porter, &c.

APOLLO.

THIS EVENING, at 8.0, MR. POPPLE: Mr. G. P.
Huntley, Miss Ethel Irving; Messrs. Kenneth Douglas,
W. Chessman, H. Eden, Robert Michael, S. Ronaldson,
G. Scott, F. Peritt, M. Harvey, S. Hughes, Lionel Victor;
Miss Marie Bling, Miss Violet Lloyd, Miss Grace
Dudley, Miss Coralie Blythe.

COMEDY.

Sole Lessee, Mr. Arthur Chudleigh.

THIS EVENING, at 8.0, A PAIR OF SPECTACLES:
Mr. John Hare, Messrs. Chas. Groves, Ivo Dawson, A. E.
Matthews, Evelyn Vernon, J. H. Brewer, Horton Cooper,
Donald Maclean; Miss Kate Rorke, Miss Minnie Mather,
Miss Helen Luck. At 8.15, AFTERTHOUGHTS: Messrs.
Gilbert Hare, Forbes Dawson, Evelyn Vernon; Miss Beatrice
Forbes-Robertson.

DALY'S.

THIS EVENING, at 8.30, THE LITTLE MICHUS:
Messrs. Robert Evers, Fred Zinner, James Blakeley, Gordon
Cleather, Willie Ward, Thompson, Morrish, Dudley
and George Graves; Misses Denise Orme, Amy Augarde,
Alice Oppitt, D'Orme, Pinder, Francis, Stocker, Hatton,
Watt-Tanner, Edwardine, Firth, and Adrienne Augarde.

DRURY LANE, THEATRE ROYAL.

Managing Director, Arthur Collins.

TO-DAY, at 1.30 and 7.30, CINDERELLA: Walter
Pammore, Harry Randall, Harry Fragon, Arthur Williams,
Johnny Danvers, Arthur Conquest, Arthur Neilstone;
Queenie Leighton, May de Souza, Emily Spiller, Pollie
Emery, Daisy Cordell, Queen and Le Brun, the Tiller
Troupe, &c.

GARRICK.

THIS EVENING, at 8.45, BROTHER OFFICERS: Mr.
Arthur Bourchier and Miss Violet Vanbrugh; Messrs.
O. B. Clarence, L'Estrange, Goodhart, Pearce, Trollope,
Whitby, Lacy, Carter, Imbert; Misses M. Beaumont,
Serjeantson, Clement, Powis. At 8.15, THE DEAN'S
DILEMMA.

HAYMARKET.

THIS EVENING, at 8.15, THE INDECISSION OF MR.
KINGSBURY: Mr. Charles Hawtree, Miss Fanny Brough,
Mr. Cosmo Gordon Lennox, and Miss Nina Boucicault;
Messrs. Holman Clark, Wilfred Draycott, L. Goodrich,
Welton Dale, A. Applin, C. Rose, C. Foote, E. O. Darrell,
E. Halliok, A. T. Jettay; Madames Maude Wynter,
Mona Harrison, C. Ewell, G. Herbert, Florence Tempest,
Hilda Antony, Fanny Wise.

HIS MAJESTY'S.

THIS EVENING, at 8.0, NERO: Mr. Tree, Mr. Basil
Gill, Mr. Lyn Harding, Mr. C. W. Somerset, Mr. J. Fisher
White, Mr. Esme Percy, Mr. James Hearn, Mr. Robert
Farquharson, Mr. Frank Lascelles, Mr. Henry Lesmere,
Mr. Yates Southgate; Mrs. Tree, Miss Dorothea Baird,
Miss Phyllis Emery, Miss Mary Price-Owen, Miss Hilda
Moore, Miss Constance Collier.

NEW THEATRE.

THIS EVENING, at 8.15, THE SCARLET PIM-
PERNEL: Julia Neilson and Fred Terry, Messrs. Horace
Hodges, Alfred Kendrick, Malcolm Cherry, Jarrold
Robertshaw, J. Carter-Edwards, Leon M. Lion, D. J.
Williams, L. Race Dunrobin, Walter Edwin, Ernest E.
Imeson; Misses Marion Sterling, Mary Mackenzie, Kathleen
Doyle, Mrs. Walter Edwin.

PRINCE OF WALES.

THIS EVENING, at 8.15, THE LITTLE CHERUB:
Messrs. Fred Kaye, Lennox Pawle, W. H. Berry, Colin
Coop, George Carroll, Spencer Trevor, and Mr. W. Louis
Bradfield; Madames Zena Dare, Gabrielle Hay, Lily Elsie,
Grace Pinder, Ida Lytton, and Miss Evie Greene.

SALES BY AUCTION FOR THE YEAR 1906.

Messrs.

DEBENHAM, TEWSON, & CO. beg to
announce that their SALES for 1906 of ESTATE
Investments, Town, Suburban, and Country House,
Business Premises, Building Land, Ground-rents, Advo-
cates, Reversions, Stocks, Shares, and other Properties
will be held at the AUCTION MART, Tokenhouse-yard,
near the Bank of England, in the City of London, at
follows:—

Tuesday, March 20	Tuesday, July 3
Tuesday, March 27	Thursday, July 5
Tuesday, April 3	Tuesday, July 10
Tuesday, April 10	Thursday, July 12
Tuesday, April 24	Tuesday, July 17
Tuesday, May 1	Thursday, July 19
Tuesday, May 8	Tuesday, July 24
Tuesday, May 15	Tuesday, July 31
Tuesday, May 22	Tuesday, October 16
Tuesday, May 29	Tuesday, October 23
Tuesday, June 12	Tuesday, October 30
Tuesday, June 19	Tuesday, November 6
Tuesday, June 26	Tuesday, November 13
Thursday, June 28	Tuesday, December 4

By arrangement, Auctions can also be held on other
days, in town or country. Messrs. Debenham, Tewson,
& Co. undertake Sales and Valuations for Probate and
other purposes of Furniture, Pictures, Farming Stock,
Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates,
Sparring Quarters, Residences, Shops, and Business Pre-
mises to be Let or Sold by Private Contract are published on
the 1st of each month, and can be obtained of Messrs.
Debenham, Tewson, & Co., 80, Cheapside, London, E.C.
Telephone No. 503 Bank.

PERIODICAL SALES.
ESTABLISHED 1843.

MESSRS. H. E. FOSTER & CRANFIELD
(successors to Marsh, Milner, & Co.) conduct

PERIODICAL SALES OF
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,

on the FIRST and THIRD THURSDAYS in each month
throughout the year, at the MART, Tokenhouse-yard, E.C.

The appointments fixed for 1906 are as follows:—

Thursday, April 5	Thursday, August 16
Thursday, April 19	Thursday, Sept. 6
Thursday, May 3	Thursday, Sept. 20
Thursday, May 17	Thursday, Oct. 4
Thursday, June 7	Thursday, Oct. 18
Thursday, June 21	Thursday, Nov. 1
Thursday, July 5	Thursday, Nov. 15
Thursday, July 19	Thursday, Dec. 6
Thursday, August 2	Thursday, Dec. 20

Offices, 6, Poultry, London, E.C. Telegrams, "Invari-
ably, London." Tel. Nos. 990 Bank, and 8539 Central.

PERIODICAL PROPERTY AUCTIONS.

MESSRS. H. E. FOSTER & CRANFIELD

beg to announce that their PROPERTY AUCTIONS
are held at the MART, Tokenhouse-yard, E.C., on the first and
third Wednesdays in every month throughout the year.

The dates fixed for 1906 are as follows:—

Wednesday, March 21	Wednesday, August 15
Wednesday, April 4	Wednesday, Sept. 5
Wednesday, April 18	Wednesday, Sept. 19
Wednesday, May 2	Wednesday, Oct. 3
Wednesday, May 16	Wednesday, Oct. 17
Wednesday, June 6	Wednesday, Nov. 7
Wednesday, June 20	Wednesday, Nov. 21
Wednesday, July 4	Wednesday, Dec. 5
Wednesday, July 18	Wednesday, Dec. 19
Wednesday, August 1	

Vendors, solicitors, and trustees having properties for
sale are respectfully invited to communicate with the
Auctioneers, at their Offices, 6, Poultry, London, E.C.
Telegrams: "Invariably, London." Tel. Nos. 990 Bank,
and 8539 Central.

MESSRS. HERRING, SON, & DAW,

AUCTIONEERS, ESTATE AGENTS, VALUERS

Sanitary and Mortgage Surveyors,
IRONMONGER LANE, CHEAPSIDE, E.C.,
and 308, BRIXTON HILL, S.W.

(Established 1773.)

Telephone Nos.—"5964 Bank," "130 Streatham.

Telegrams—"Oldest, London."

LAW PARTNERSHIPS & SUCCESSIONS

For Vacancies for, or introductions to the above, apply to

J. HARCOURT SMITH,

The old-established PARTNERSHIP AGENT,

LAW COSTS DRAFTSMAN, & ACCOUNTANT,

61 & 62, CHANCERY LANE, W.C.

N.B.—Vacancies for Articled Clerks. Good Mortgage

Securities Wanted.

ROYAL ITALIAN CIRCUS ("Hengler's"),

at Oxford-circus, W.—DAILY, at 3 and 8. Over 100
PERFORMING ANIMALS. Prices from 6d. Children
half-price. Box-office 10 to 10. Tel. 4,193, Gerrard.
JUNIOR JUNIOR, Society's latest pet, "At Home" Daily,
at 3 and 8.